

106TH CONGRESS
2D SESSION

S. 3231

To provide for adjustments to the Central Arizona Project in Arizona, and
for other purposes.

IN THE SENATE OF THE UNITED STATES

OCTOBER 24 (legislative day, SEPTEMBER 22), 2000

Mr. KYL (for himself and Mr. MCCAIN) introduced the following bill; which
was read twice and referred to the Committee on Energy and Natural
Resources

A BILL

To provide for adjustments to the Central Arizona Project
in Arizona, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Arizona Water Settlements Act of 2000”.

6 (b) TABLE OF CONTENTS.—The table of contents of
7 the Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—CENTRAL ARIZONA PROJECT ADJUSTMENT ACT OF 2000

Sec. 101. Short title.

Sec. 102. Findings.

- Sec. 103. Definitions.
- Sec. 104. General provisions.
- Sec. 105. Allocation of CAP water.
- Sec. 106. Firming of CAP indian water.
- Sec. 107. Acquisition of non-indian agricultural priority CAP water.
- Sec. 108. Lower Colorado River basin development fund.

TITLE II—GILA RIVER INDIAN COMMUNITY WATER RIGHTS SETTLEMENT ACT OF 2000

- Sec. 201. Short title.
- Sec. 202. Findings and purposes.
- Sec. 203. Definitions.
- Sec. 204. Approval of the Gila River Indian Community Water Rights Settlement Agreement.
- Sec. 205. Rights to water.
- Sec. 206. Community water delivery contract amendments.
- Sec. 207. Claims extinguishment: waivers and releases.
- Sec. 208. Community trust funds.
- Sec. 209. Community subsidence recovery trust account.
- Sec. 210. Authorization of appropriations.
- Sec. 211. After acquired trust lands.
- Sec. 212. Miscellaneous provisions.
- Sec. 213. Additional Upper Gila Valley issues.

TITLE III—SOUTHERN ARIZONA WATER RIGHTS SETTLEMENT AMENDMENTS

- Sec. 301. Amendment to Southern Arizona Water Rights Settlement Act of 1982.

“TITLE III—SOUTHERN ARIZONA WATER RIGHTS SETTLEMENT AMENDMENTS

- “Sec. 301. Short title.
- “Sec. 302. Congressional findings.
- “Sec. 303. Definitions.
- “Sec. 304. Water delivery and construction obligations.
- “Sec. 305. Deliveries under existing contract; alternative water supplies.
- “Sec. 306. Additional water delivery.
- “Sec. 307. Conditions on construction, water delivery, revenue sharing.
- “Sec. 308. Water code; water management plan; storage projects; storage accounts; ground water.
- “Sec. 309. Status of lands acquired in exchange for lands within the Gila Bend Indian Reservation.
- “Sec. 310. Uses of water.
- “Sec. 311. Expenditures from the trust fund of the Nation.
- “Sec. 312. Cooperative fund; expenditures.
- “Sec. 313. Contracting authority; environmental compliance; water quality; studies; arid lands assistance.
- “Sec. 314. Authorization of appropriations.
- “Sec. 315. Settlement of claims.
- “Sec. 316. Nonreimbursable costs.
- “Sec. 317. Effective date.”

TITLE IV—SAN CARLOS APACHE TRIBE WATER RIGHTS SETTLEMENT ACT OF 2000

Sec. 401. Short title.

TITLE V—ENFORCEMENT AND EFFECTIVE DATE

Sec. 501. Effective date of authorization of appropriations.

Sec. 502. Expiration of effective date.

1 TITLE I—CENTRAL ARIZONA
2 PROJECT ADJUSTMENT ACT
3 OF 2000

4 SEC. 101. SHORT TITLE.

5 This title may be cited as the “Central Arizona
6 Project Adjustment Act of 2000.”

7 SEC. 102. FINDINGS.

8 The Congress finds the following:

9 (1) The Central Arizona Project, and the water
10 that it brings to Maricopa, Pinal and Pima Counties
11 in Arizona, are vital resources to Arizona’s citizens.

12 (2) An agreement on final allocations of Central
13 Arizona Project water among all interested stake-
14 holders, including both Federal and State interests,
15 will provide important benefits to the Federal Gov-
16 ernment, the State of Arizona, and all of Arizona’s
17 citizens.

18 SEC. 103. DEFINITIONS.

19 In this title:

20 (1) ACRE-FEET.—The term “acre-feet” means
21 acre-feet per year.

22 (2) ARIZONA INDIAN TRIBES.—The term “Ari-
23 zona Indian Tribes” means any Indian tribe, band,

1 nation, or other organized group or community that
2 is recognized as eligible for the special programs and
3 services provided by the United States to Indians be-
4 cause of their status as Indians that is located in the
5 State of Arizona.

6 (3) CENTRAL ARIZONA PROJECT.—The terms
7 “Central Arizona Project” and “CAP” mean the
8 reclamation project authorized and constructed by
9 the United States pursuant to title III of the Colo-
10 rado River Basin Project Act (43 U.S.C. 1501 et
11 seq.).

12 (4) CAP MASTER REPAYMENT CONTRACT.—The
13 term “CAP Master Repayment Contract” means the
14 Contract between the United States and the Central
15 Arizona Water Conservation District for Delivery of
16 Water and Repayment of Costs of the Central Ari-
17 zona Project, dated December 1, 1988 (Contract No.
18 14–06–W–245, Amendment No. 1), and any amend-
19 ment or revision thereof.

20 (5) CAWCD.—The term “CAWCD” means the
21 Central Arizona Water Conservation District (a po-
22 litical subdivision of the State of Arizona and a tax-
23 levying public improvement district organized under
24 the laws of the State of Arizona), or its successor,
25 which is the contractor under a contract with the

1 United States, dated December 15, 1972, for the de-
 2 livery of water and repayment of costs of the Central
 3 Arizona Project.

4 (6) DIRECTOR.—The term “Director” means
 5 the Director of the Arizona Department of Water
 6 Resources.

7 (7) SECRETARY.—The term “Secretary” means
 8 the Secretary of the Interior.

9 (8) STIPULATION.—The term “Stipulation”
 10 means the Stipulation Regarding A Stay of Litiga-
 11 tion, Resolution of Issues During the Stay and for
 12 Ultimate Judgment Upon the Satisfaction of Condi-
 13 tions as filed with the United States District Court
 14 on May 3, 2000, in Central Arizona Water Con-
 15 servation District v. United States (No. CIV 95–
 16 625–TUC–WDB (EHC), No. CIV 95–1720–PHX–
 17 EHC) (Consolidated Action)).

18 **SEC. 104. GENERAL PROVISIONS.**

19 (a) GENERAL RULE OF CONSTRUCTION.—Except
 20 with respect to the allocation of CAP water made in this
 21 title, nothing in this title shall be construed to supersede
 22 or otherwise affect any treaty, law, or agreement gov-
 23 erning the use of water from the Colorado River or exist-
 24 ing rights to use Colorado River water.

1 (b) REFERENCES.—Any references in this title to the
2 Arizona Department of Water Resources or the CAWCD
3 shall not be construed to limit the authority of the Gov-
4 ernor of Arizona or the Arizona State legislature to des-
5 ignate the appropriate State official or agency for actions
6 to be undertaken under this title.

7 (c) REPEAL.—Effective upon the entry of a final
8 judgment in Central Arizona Water Conservation District
9 v. United States (No. CIV 95–625–TUC–WDB (EHC),
10 No. CIV 95–1720–09–PHX–EHC) (Consolidated Ac-
11 tion)), consistent with the Order entered in that action
12 on May 9, 2000, section 11(h) of the Salt River Pima-
13 Maricopa Indian Community Water Rights Settlement Act
14 of 1988 (Public Law 100–512) is repealed.

15 (d) GENERAL PERMISSIBLE USES.—The Central Ari-
16 zona Project may be used for the transport of non-project
17 water for domestic, municipal, fish and wildlife, industrial,
18 and other beneficial purposes, including any purpose au-
19 thorized under the Central Arizona Project in accordance
20 with the CAP Master Repayment Contract.

21 (e) REPAYMENT OBLIGATION.—The Secretary is au-
22 thorized to establish the repayment obligation for CAWCD
23 as set forth in the Stipulation.

1 **SEC. 105. ALLOCATION OF CAP WATER.**

2 (a) NON-INDIAN AGRICULTURAL PRIORITY
3 WATER.—The Secretary shall reallocate and contract the
4 293,795 acre-feet of CAP non-Indian agricultural priority
5 water acquired pursuant to section 107 in the following
6 manner:

7 (1) 197,500 acre-feet of such water shall, while
8 retaining its non-Indian agricultural priority, be allo-
9 cated for use by Arizona Indian Tribes, and with re-
10 spect to such water the Secretary shall allocate and
11 contract—

12 (A) 102,000 acre-feet of such water to the
13 Gila River Indian Community;

14 (B) 28,200 acre-feet of such water to the
15 Tohono O’odham Nation; and

16 (C) the residual amount of 67,300 acre-
17 feet of such water to Arizona Indian Tribes
18 subject to the following:

19 (i) Such water shall be used to resolve
20 Indian water claims, and may be allocated
21 by the Secretary to Arizona Indian Tribes
22 in fulfillment of future Indian water rights
23 settlement agreements approved by an Act
24 of Congress. In the absence of an Indian
25 water rights settlement that is approved by
26 an Act of Congress after the date of enact-

1 ment of this Act, the Secretary shall not
2 allocate any such water during the 15-year
3 period beginning on the date of enactment
4 of this Act. Any allocations made by the
5 Secretary after such 15-year period shall
6 be accompanied by a certification that the
7 Secretary is making the allocation in order
8 to assist in the resolution of an Indian
9 water right claim. Any such water allo-
10 cated to an Arizona Indian Tribe pursuant
11 to a water delivery contract with the Sec-
12 retary under this clause shall be counted
13 on an acre-foot per acre-foot basis against
14 any claim to water for that Tribe's res-
15 ervation.

16 (ii) Any water allocated to any Ari-
17 zona Indian Tribe pursuant to this sub-
18 paragraph shall not, in the absence of Con-
19 gressional authorization, be leased, ex-
20 changed, forborne, or otherwise transferred
21 in any way by the Tribe for use directly or
22 indirectly off the Tribe's reservation or
23 outside of the State of Arizona.

24 (iii) None of the water allocated to
25 any Arizona Indian Tribe pursuant to this

1 section shall be leased, exchanged, or oth-
2 erwise transferred in any way for use di-
3 rectly or indirectly outside of the State of
4 Arizona.

5 (2) 96,295 acre-feet of such water shall be allo-
6 cated to the Arizona Department of Water Re-
7 sources to be held under contract in trust for future
8 allocation. Such water shall retain its non-Indian ag-
9 ricultural priority and shall be subject to the provi-
10 sions of the escrow agreement ratified and confirmed
11 under section 407(a), including certain rights pro-
12 vided to Pinal County water users under such agree-
13 ment. The Secretary shall execute appropriate docu-
14 mentation, including allocation decisions and a trust
15 contract, to memorialize the allocation of such water
16 under this paragraph. Such contract shall not au-
17 thorize the direct use of water by the Arizona De-
18 partment of Water Resources. With respect to the
19 water allocated under this paragraph, the following
20 shall apply:

21 (A) The Secretary shall not re-allocate any
22 water allocated under this paragraph unless the
23 Director of the Arizona Department of Water
24 Resources first makes a recommendation for
25 such an allocation. Upon such recommendation,

1 the Secretary shall implement such rec-
2 ommendation, pursuant to applicable Federal
3 law. The Secretary shall commence all nec-
4 essary reviews of the proposed allocation under
5 applicable Federal law, and pursue that review
6 until completion.

7 (B) In the event that any recommendation
8 made pursuant to subparagraph (A) is rejected,
9 the Secretary shall immediately upon such re-
10 jection request a revised recommendation from
11 the Director of the Arizona Department of
12 Water Resources and shall re-commence all nec-
13 essary reviews of the proposed allocation under
14 applicable Federal law.

15 (b) UNCONTRACTED CAP MUNICIPAL AND INDUS-
16 TRIAL PRIORITY WATER.—

17 (1) IN GENERAL.—The Secretary shall reallo-
18 cate and contract 65,647 acre-feet of, as of the date
19 of enactment of this Act, uncontracted CAP munic-
20 ipal and industrial priority water in the following
21 manner:

22 (A) 285 acre-feet of such water shall be al-
23 located to the Town of Superior, Arizona.

24 (B) 806 acre-feet of such water shall be al-
25 located to the Cave Creek Water Company.

1 (C) 1,931 acre-feet of such water shall be
2 allocated to the Chaparral Water Company.

3 (D) 508 acre-feet of such water shall be al-
4 located to the Town of El Mirage, Arizona.

5 (E) 7,211 acre-feet of such water shall be
6 allocated to the City of Goodyear, Arizona.

7 (F) 147 acre-feet of such water shall be al-
8 located to the H2O Water Company.

9 (G) 7,115 acre-feet of such water shall be
10 allocated to the City of Mesa, Arizona.

11 (H) 5,527 acre-feet of such water shall be
12 allocated to the City of Peoria, Arizona.

13 (I) 2,981 acre-feet of such water shall be
14 allocated to the City of Scottsdale, Arizona.

15 (J) 808 acre-feet of such water shall be al-
16 located to the AVRA Cooperative.

17 (K) 4,986 acre-feet of such water shall be
18 allocated to the City of Chandler, Arizona.

19 (L) 1,071 acre-feet of such water shall be
20 allocated to the Del Lago (Vail) Water Com-
21 pany.

22 (M) 3,053 acre-feet of such water shall be
23 allocated to the City of Glendale, Arizona.

1 (N) 1,521 acre-feet of such water shall be
2 allocated to the Community Water Company of
3 Green Valley, Arizona.

4 (O) 4,602 acre-feet of such water shall be
5 allocated to the Metropolitan Domestic Water
6 Improvement District.

7 (P) 3,557 acre-feet of such water shall be
8 allocated to the Town of Oro Valley, Arizona.

9 (Q) 8,206 acre-feet of such water shall be
10 allocated to the City of Phoenix, Arizona.

11 (R) 2,876 acre-feet of such water shall be
12 allocated to the City of Surprise, Arizona.

13 (S) 8,206 acre-feet of such water shall be
14 allocated to the City of Tucson, Arizona.

15 (T) 250 acre-feet of such water shall be al-
16 located to the Valley Utilities Water Company.

17 (2) DOCUMENTATION.—The Secretary shall
18 execute appropriate documentation, including alloca-
19 tion decisions and water delivery contracts, to me-
20 morialize the allocation of water under paragraph
21 (1) to the individual municipal and industrial users
22 immediately following the date of enactment of this
23 title and upon the satisfaction of all applicable provi-
24 sions of Federal law, including environmental re-
25 views required under applicable Federal law.

1 (3) RECOMMENDATIONS.—In the event that
 2 any of the recommendations of the Director of the
 3 Arizona Department of Water Resources for specific
 4 allocations set forth in paragraph is rejected by the
 5 Secretary, the Secretary shall proceed with all other
 6 allocations and contracts, and immediately request a
 7 revised recommendation from the Director for the
 8 specific allocation rejected. Upon receipt of such a
 9 request, the Secretary shall re-commence all nec-
 10 essary reviews of the proposed allocation under ap-
 11 plicable Federal law.

12 (4) SHORTAGE SHARING PRIORITY.—Shortage
 13 sharing priority of CAP municipal and industrial
 14 priority water allocations under this subsection shall
 15 be as established in paragraph 8.5 of the Agreement
 16 referred to in title II.

17 (c) TOTAL AMOUNTS ALLOCATED.—

18 (1) FEDERAL USE.—After the allocations have
 19 been made under subsections (a) and (b), the re-
 20 maining amount of CAP water shall be available to
 21 be allocated to Arizona Indian Tribes, or to the Sec-
 22 retary for use in future Indian water rights settle-
 23 ments. Such amount shall, for purposes of para-
 24 graph (2) be designated as “[x]” acre feet.

1 (2) NON-FEDERAL USE.—The amount of CAP
2 water available for long-term contracts to municipal
3 and industrial entities, the Arizona Department of
4 Water Resources, and non-Indian agricultural users
5 under subsections (a) and (b) shall be equal to 1.415
6 less [x] acre-feet, which shall be the total amount
7 available for non-Federal use.

8 (3) LIMITATION.—The allocations under this
9 section shall preclude the transfer of CAP water
10 from a non-Federal use to a Federal use, but shall
11 not prohibit the transfer of CAP water from one
12 non-Federal user to another non-Federal user.

13 (4) RULE OF CONSTRUCTION.—Nothing in this
14 subsection shall be construed to prohibit the leasing
15 of CAP water pursuant to an Indian water rights
16 settlement from an Arizona Indian Tribe to a non-
17 Federal user. Any such transfer shall be subject to
18 the approval of the Secretary who shall consult with
19 the Director of the Arizona Department of Water
20 Resources.

21 (5) CONSULTATION.—The requirement for con-
22 sultation with the Director under paragraph (4)
23 shall not apply to any transfer by Arizona Indian
24 Tribes. An exchange of CAP water is not a transfer
25 within the meaning of this subsection.

1 (d) LONG-TERM CONTRACTS.—The total amount of
 2 water from the CAP that shall be available for long-term
 3 contracts with the Secretary shall not exceed 1,415,000
 4 acre-feet in the State of Arizona.

5 (e) AMENDMENTS BY SECRETARY.—Notwithstanding
 6 the limitations of section 6 of the Act of August 4, 1939
 7 (commonly known as the Reclamation Project Act of 1939
 8 (43 U.S.C. 485e)) and subsections (b)(2) and (b)(3) of
 9 section 304 of the Colorado River Basin Project Act (43
 10 U.S.C. 1524(b)(2) and (3)), the Secretary shall offer
 11 amendments to all CAP municipal and industrial
 12 subcontracts—

13 (1) to provide that such subcontract be for per-
 14 manent service (as such term is used in section 5 of
 15 the Boulder Canyon Project Act of 1928 (43 U.S.C.
 16 617d)), with a delivery term of 100 years;

17 (2) to conform to the shortage sharing criteria
 18 set forth in paragraph 8.5 of the Agreement referred
 19 to in title II; and

20 (3) to delete the provisions of such subcontracts
 21 that require that any CAP water received by a city
 22 in exchange for effluent shall be deducted from that
 23 city's CAP contractual entitlement.

24 All remaining terms of such municipal and industrial sub-
 25 contracts shall remain unchanged.

1 **SEC. 106. FIRING OF CAP INDIAN WATER.**

2 (a) FIRING PROGRAM.—The Secretary and the
 3 State of Arizona shall develop a firing program to ensure
 4 that 60,648 acre-feet of the 197,500 acre-feet of non-In-
 5 dian agricultural priority water to be allocated by the Sec-
 6 retary to Arizona Indian Tribes under section 105(a)(1),
 7 will be delivered in times of shortage as if such water were
 8 municipal and industrial priority water within the CAP
 9 system. Such firing program shall remain in effect for
 10 the 100-year period beginning on the date of enactment
 11 of this Act.

12 (b) LEVELS OF COOPERATION.—

13 (1) IN GENERAL.—The Secretary and the State
 14 of Arizona may enter into an agreement to—

15 (A) cooperate in implementing the firing
 16 program under subsection (a); or

17 (B) separately fulfill the obligations of
 18 each respective official under the such program.

19 (2) ASSIGNED RESPONSIBILITIES.—Notwith-
 20 standing an agreement under paragraph (1), the fol-
 21 lowing shall apply with respect to the responsibility
 22 of the Secretary and the State of Arizona certain
 23 costs and firing burdens:

24 (A) The Secretary shall be responsible for
 25 firing the 28,200 acre-feet of non-Indian agri-

1 cultural priority water allocated to the Tohono
2 O’odham Nation under section 105.

3 (B) The State of Arizona shall be respon-
4 sible for firming 15,000 acre-feet of the
5 102,000 acre-feet of non-Indian agricultural
6 priority water allocated to the Gila River Indian
7 Community under section 105.

8 (C) The Secretary shall be responsible for
9 firming 8,724 acre-feet of the 67,300 acre-feet
10 of non-Indian agricultural priority water re-
11 tained by the Secretary under section 105 for
12 allocation to Arizona Indian Tribes.

13 (D) The State of Arizona shall be respon-
14 sible for firming 8,724 acre-feet of the 67,300
15 acre-feet of non-Indian agricultural priority
16 water retained by the Secretary under section
17 105 for allocation to Arizona Indian Tribes.

18 (c) AUTHORIZATION OF APPROPRIATIONS.—There is
19 authorized to be appropriated, such sums as may be nec-
20 essary to enable the Secretary to comply with the obliga-
21 tions imposed under this section.

22 **SEC. 107. ACQUISITION OF NON-INDIAN AGRICULTURAL**
23 **PRIORITY CAP WATER.**

24 (a) RATIFICATION OF AGREEMENT.—The agreement
25 entitled “Escrow Agreement for the Acquisition and Allo-

1 cation of Central Arizona Water” and executed by the Sec-
 2 retary on _____ is hereby ratified and con-
 3 firmed.

4 (b) DEBT.—In accordance with the terms of the
 5 agreement described in subsection (a), the portion of the
 6 debt incurred under section 9(d) of the Act of August 4,
 7 1939 (commonly known as the Reclamation Project Act
 8 of 1939 (43 U.S.C. 485h)), and identified in that Agree-
 9 ment to be declared non-repayable to the United States,
 10 is hereby declared to be non-repayable to the United
 11 States in an amount not to exceed \$73,561,337.

12 (c) NONAPPLICATION OF PROVISIONS.—All lands
 13 within the Gila River Indian Reservation, Salt River
 14 Project Agricultural Improvement and Power District,
 15 Roosevelt Water Conservation District, San Carlos Irriga-
 16 tion and Drainage District, Maricopa Stanfield Irrigation
 17 & Drainage District, Roosevelt Irrigation District, Central
 18 Arizona Irrigation and Drainage District, Maricopa Water
 19 District, Hohokam Irrigation and Drainage District, New
 20 Magma Irrigation and Drainage District, Queen Creek Ir-
 21 rigation District, San Tan Irrigation District and Chan-
 22 dler Heights Citrus Irrigation District, and any other such
 23 lands as may become part of such districts or Reservation
 24 after the date of enactment of this Act, shall be free from
 25 the ownership and full cost pricing limitations of Federal

1 reclamation law and from all full cost pricing provisions
2 of Federal law.

3 (d) DISCLAIMER.—No person, entity, or land shall
4 become subject to the provisions of the Reclamation Re-
5 form Act of 1982 (43 U.S.C. 390aa et seq.), or any full
6 cost pricing provision of Federal law, by virtue of the par-
7 ticipation of such person, entity, or land in the settlement,
8 or the execution and performance of the Agreement or the
9 use, storage, or delivery of CAP water pursuant to a lease,
10 sublease, or exchange of water to which Arizona Indian
11 Tribes are entitled under this Act.

12 **SEC. 108. LOWER COLORADO RIVER BASIN DEVELOPMENT**
13 **FUND.**

14 (a) IN GENERAL.—Section 403(f) of the Colorado
15 River Basin Project Act (43 U.S.C. 1543(f)) is amended
16 to read as follows:

17 “(f)(1) Moneys credited to the development fund pur-
18 suant to subsection (b) and clauses (1) and (3) of sub-
19 section (c), and the portion of revenues derived from the
20 sale of power and energy for use in Arizona pursuant to
21 clause (2) of subsection (c) in excess of the amount nec-
22 essary to meet the requirements of clauses (1) and (2)
23 of subsection (d), shall be credited annually against the
24 annual payment owed by the Central Arizona Water Con-

1 servation District to the United States for the Central Ari-
2 zona Project.

3 “(2) After being credited in accordance with clause
4 (1), moneys credited to the development fund pursuant to
5 subsection (b) and clauses (1) and (3) of subsection (c),
6 and the portion of revenues derived from the sale of power
7 and energy for use in Arizona pursuant to clause (2) of
8 subsection (c) in excess of the amount necessary to meet
9 the requirements of clauses (1) and (2) of subsection (d),
10 shall be available without further appropriation for, in
11 order of priority—

12 “(A) fixed operation, maintenance and replace-
13 ment charges associated with the delivery of Central
14 Arizona Project water under long-term contracts
15 held by Arizona Indian Tribes (as defined in section
16 103(2) of the Central Arizona Project Adjustment
17 Act of 2000);

18 “(B) payment to the Gila River Indian Commu-
19 nity Settlement Development Trust Fund, estab-
20 lished pursuant to section 208 of the Gila River In-
21 dian Community Water Rights Settlement Act of
22 2000, which payments shall, in the aggregate, total
23 \$200,000,000;

1 “(C) in addition to funds made available
2 through annual appropriations, and without regard
3 to any particular priority—

4 “(i) costs associated with the construction
5 of Gila River Indian Community Central Ari-
6 zona Project distribution systems under Con-
7 tract No. 6–07–03–W0345 between the United
8 States and the Community dated May 4, 1998;

9 “(ii) costs associated with the construction
10 of distribution systems required to implement
11 the provisions of section 3707(a)(1) of the San
12 Carlos Apache Tribe Water Rights Settlement
13 Act of 1992 (106 Stat. 4740);

14 “(iii) costs associated with the construction
15 of distribution systems required to implement
16 the provisions of 303(a)(1) and (2) of the
17 Southern Arizona Water Rights Settlement Act
18 of 1982 (96 Stat. 1279);

19 “(iv) costs authorized by Congress (includ-
20 ing any costs to construct distribution systems,
21 but not including costs otherwise payable by
22 non-Federal, non-Indian parties) pursuant to
23 future Arizona Indian water rights settlement
24 Acts; and

1 “(v) other costs authorized pursuant to
 2 Gila River Indian Community Water Rights
 3 Settlement Act of 2000 or the Southern Ari-
 4 zona Water Rights Settlement Amendments Act
 5 of 2000;

6 “(D) in addition to funds made available
 7 through annual appropriations Acts, costs associated
 8 with the construction of on-reservation Central Ari-
 9 zona Project distribution systems for the Yavapai
 10 Apache (Camp Verde), Tohono O’odham Nation (Sif
 11 Oidak District), Pascua Yaqui, and Tonto Apache
 12 tribes or for cash payments to such tribes as pro-
 13 vided for in paragraph 8(d)(i)(1)(iv) of the Stipula-
 14 tion (as defined in section 103(8) of the Central Ari-
 15 zona Project Adjustment Act of 2000), except that
 16 in the event of a water rights settlement Act author-
 17 izing such construction in the case of any of the
 18 tribes described in this subparagraph, the provisions
 19 of subparagraph (C) of this clause shall apply to
 20 such tribe or tribes; and

21 “(E) payment to the general fund of the Treas-
 22 ury.

23 “(3) Any moneys credited to the development fund
 24 pursuant to subsection (b) and clauses (1) and (3) of sub-
 25 section (c), and the portion of revenues derived from the

1 sale of power and energy for use in Arizona pursuant to
 2 clause (2) of subsection (c) that are in excess of the
 3 amount necessary to meet the requirements of clauses (1)
 4 and (2) of subsection (d) and that are in excess of the
 5 amount credited annually under clause (1), shall be avail-
 6 able without further appropriation for, in order of priority:

7 “(A) fixed operation, maintenance and replace-
 8 ment charges associated with the delivery of Central
 9 Arizona Project water under long-term contracts
 10 held by Arizona Indian Tribes (as defined for pur-
 11 poses of paragraph (2));

12 “(B) the final remaining year’s annual payment
 13 for the costs of each unit of the projects or separable
 14 feature thereof authorized pursuant to title III that
 15 are repayable by the Central Arizona Water Con-
 16 servation District;

17 “(C) repayment to the Treasury of fixed oper-
 18 ation, maintenance and replacement costs previously
 19 paid pursuant to clause (2)(A);

20 “(D) repayment to the Treasury of costs associ-
 21 ated with any Indian water rights settlement pre-
 22 viously paid pursuant to clause (2)(B), 2(C) or
 23 (2)(D);

24 “(E) payment to the Treasury of any annual
 25 installment on any Central Arizona Project-related

1 debt under section 9(d) of the Act of August 4,
 2 1939 (referred to as the Reclamation Project Act of
 3 1939 (43 U.S.C. 485h(d))) assumed by the United
 4 States pursuant to section 107(b) of the Central Ar-
 5 izona Project Adjustment Act of 2000;

6 “(F) payment to the Treasury of the difference
 7 between the costs of each unit of the projects or sep-
 8 arable features thereof authorized pursuant to title
 9 III that are repayable by the Central Arizona Water
 10 Conservation District and the result of any Central
 11 Arizona Project cost allocation undertaken by the
 12 United States; and

13 “(G) payment to the general fund of the Treas-
 14 ury.”

15 (b) COMPLIANCE WITH BIOLOGICAL ORDERS.—
 16 There is authorized to be appropriated—

17 (1) funds necessary to comply with Biological
 18 Opinion Number 2–21–90–F–119 relating to the
 19 Transportation and Delivery of Central Arizona
 20 Project Water to the Gila River Basin dated April
 21 15, 1994, including any funding transfers required
 22 by such opinion, and all such funds shall be treated
 23 as construction costs; and

24 (2) funds necessary to comply with any final
 25 Biological Opinion resulting from the draft Biologi-

1 cal Opinion Number 2–21–91–F–706 dated May
 2 1999 dealing with the Impacts of the Central Ari-
 3 zona Project to Gila Topminnow in the Santa Cruz
 4 River Basin through introduction and Spread of
 5 Nonnative Aquatic Species including any funding
 6 transfers required by such opinion, and all such ex-
 7 pended funds shall be treated as construction costs.

8 (c) NAVAJO POWER MARKETING PLAN.—The Sec-
 9 retary shall amend the Navajo Power Marketing Plan con-
 10 sistent with the provisions of paragraph 8(c) of the Stipu-
 11 lation.

12 (d) TERMINATION.—If a final judgment is not en-
 13 tered in Central Arizona Water Conservation District v.
 14 United States (No. CIV–95–625–TUC–WDB (EHC), No.
 15 CIV 95–1720–PHX–EHC (Consolidated)), in accordance
 16 with the Stipulation, the authority granted under section
 17 403(f)(2) and 403(f)(3) of the Colorado River Basin
 18 Project Act (as amended by subsection (a)) shall be termi-
 19 nated and have no force or effect.

20 **TITLE II—GILA RIVER INDIAN** 21 **COMMUNITY WATER RIGHTS** 22 **SETTLEMENT ACT OF 2000**

23 **SEC. 201. SHORT TITLE.**

24 This title may be cited as the “Gila River Indian
 25 Community Water Rights Settlement Act of 2000”.

1 **SEC. 202. FINDINGS AND PURPOSES.**

2 (a) FINDINGS.—Congress finds and declares that—

3 (1) it is the policy of the United States, in
4 keeping its trust responsibility to Indian tribes, to
5 promote Indian self-determination and economic
6 self-sufficiency, and to settle, wherever possible, In-
7 dian water rights claims without lengthy and costly
8 litigation;

9 (2) meaningful Indian self-determination and
10 economic self-sufficiency largely depend on the devel-
11 opment of a viable Indian reservation economy;

12 (3) the quantification of rights to water and de-
13 velopment of facilities needed to utilize tribal water
14 supplies in an effective manner is essential to the de-
15 velopment of viable reservation economies, particu-
16 larly in arid western States;

17 (4) the United States obtained certain water
18 entitlements pursuant to the Globe Equity Decree of
19 1935 for use on the reservation, however, continued
20 uncertainty as to the full extent of the Community's
21 entitlement to water has severely limited its access
22 to water and financial resources necessary to develop
23 its valuable agricultural lands and frustrated its ef-
24 fort to achieve meaningful self-determination and
25 self-sufficiency;

1 (5) proceedings to determine and enforce the
2 full extent and nature of the Community's water
3 rights and damages thereto are currently pending
4 before the United States District Court in Arizona,
5 and water rights claims are pending in the Superior
6 Court of the State of Arizona in and for Maricopa
7 County as part of the General Stream Adjudication
8 of the Gila River System and Source;

9 (6) since final resolution of pending litigation
10 will take many years and entail great expense, con-
11 tinue economically and socially damaging limits to
12 the access to water for the Community, prolong un-
13 certainty as to the availability of water supplies, and
14 seriously impair long-term economic planning and
15 development, the Community and its neighbors have
16 therefore sought to settle their disputes concerning
17 water and reduce the burdens of litigation;

18 (7) after many years of negotiations, the United
19 States, the Community, and its neighbors, many of
20 whom are parties to the General Stream Adjudica-
21 tion of the Gila River and its Source, have entered
22 into the Agreement to permanently resolve all water
23 rights and damage claims between and among them-
24 selves, and to quantify the Community's and
25 allottees' entitlement to water; and

1 (8) to advance the goals of Federal Indian pol-
 2 icy and to act consistently with the trust responsi-
 3 bility of the United States to the Community and to
 4 allottees, it is appropriate that the United States
 5 participate in the implementation of the Agreement
 6 and contribute funds so as to enable the Community
 7 and allottees to utilize their water entitlements rec-
 8 ognized or provided for in the Agreement or this
 9 title in developing a diverse and efficient economy.

10 (b) PURPOSES.—It is the purpose of this Act—

11 (1) to approve, ratify, and confirm the Agree-
 12 ment;

13 (2) to authorize and direct the Secretary of the
 14 Interior to execute and perform all obligations of the
 15 Secretary under the Agreement; and

16 (3) to authorize the actions and appropriations
 17 of amounts necessary for the United States to meet
 18 its obligations as provided for in the Agreement and
 19 this title.

20 **SEC. 203. DEFINITIONS.**

21 In this title:

22 (1) AFTER ACQUIRED TRUST LANDS.—The
 23 term “after acquired trust lands” means lands with-
 24 in the State of Arizona and outside the exterior
 25 boundaries of the Gila River Indian Reservation that

1 are taken into trust by the United States for the
 2 benefit of the Community after the effective date de-
 3 scribed in title V. After acquired trust lands shall
 4 not be considered lands within an Indian reservation
 5 or lands owned or held by any Indian for the pur-
 6 poses of article 20, paragraph 5 of the Arizona Con-
 7 stitution, for the purpose of paying in lieu taxes pur-
 8 suant to section 211(d) and the Intergovernmental
 9 Agreement between the Gila River Indian Commu-
 10 nity and the State of Arizona, Intergovernmental
 11 Trust Consultation as of the effective date of the
 12 Settlement Agreement.

13 (2) AGREEMENT.—The term “Agreement”
 14 means the Gila River Indian Community Water
 15 Rights Settlement Agreement, including all exhibits,
 16 dated _____, and executed by the parties.

17 (3) ALLOTTEES.—The term “allottees” means
 18 individuals who have an ownership interest in an In-
 19 dian allotment located within the Gila River Indian
 20 Reservation, which interest is held in trust by the
 21 United States.

22 (4) ASARCO.—The term “Asarco” shall mean
 23 Asarco Incorporated, a New Jersey corporation oper-
 24 ating mining operations in Arizona.

1 (5) CENTRAL ARIZONA PROJECT.—The terms
 2 “Central Arizona Project” and “CAP” mean the
 3 reclamation project authorized and constructed by
 4 the United States pursuant to title III of the Colo-
 5 rado River Basin Project Act (43 U.S.C. 1501 et
 6 seq.).

7 (6) CAP MASTER REPAYMENT CONTRACT.—The
 8 term “CAP Master Repayment Contract” means the
 9 Contract between the United States and the Central
 10 Arizona Water Conservation District for Delivery of
 11 Water and Repayment of Costs of the Central Ari-
 12 zona Project, dated December 1, 1988 (Contract No.
 13 14–06–W–245, Amendment No. 1), and any amend-
 14 ment or revision thereof.

15 (7) CAP SYSTEM.—The term “CAP system”
 16 means the Mark Wilmer Pumping Plant, the Hay-
 17 den-Rhodes Aqueduct, the Fannin-McFarland Aque-
 18 duct, the Tucson Aqueduct, the associated pumping
 19 plants and appurtenant works of the Central Ari-
 20 zona Project aqueduct system and any extensions,
 21 additions thereto, or replacement features thereof.

22 (8) COMMUNITY CAP WATER.—The term “Com-
 23 munity CAP water” means water to which the Com-
 24 munity is entitled pursuant to the Community’s
 25 CAP Water Delivery Contract.

1 (9) COMMUNITY’S CAP WATER DELIVERY CON-
 2 TRACT.—The term “Community’s CAP water deliv-
 3 ery contract” means Contract No. 3–07–30–W0284
 4 between the Community and the United States
 5 dated October 22, 1992, as amended.

6 (10) COMMUNITY’S MASTER REPAYMENT CON-
 7 TRACT.—The term “Community’s master repayment
 8 contract” means Contract No. 6–07–03–W0345 be-
 9 tween the United States and the Community dated
 10 May 4, 1998, providing for the construction of the
 11 water delivery facilities on the reservation.

12 (11) GENERAL STREAM ADJUDICATION OF THE
 13 GILA RIVER SYSTEM AND SOURCE.—The term “gen-
 14 eral stream adjudication of the Gila River system
 15 and source” means the action pending in the Supe-
 16 rior Court of the State of Arizona in and for the
 17 County of Maricopa styled as “In Re the General
 18 Adjudication of All Rights To Use Water In The
 19 Gila River System and Source” (W–1 (Salt), W–2
 20 (Verde), W–3 (Upper Gila), W–4 (San Pedro)).

21 (12) GILA RIVER INDIAN COMMUNITY; COMMU-
 22 NITY.—The terms “Gila River Indian Community”
 23 or “Community” mean the government, composed of
 24 members of the Pima Tribe and the Maricopa Tribe,
 25 which is organized under section 16 of the Act of

June 18, 1934 (25 U.S.C. 476), and which was originally recognized by the Secretary as the Gila River Pima-Maricopa Indian Community of the Gila River Indian Reservation and has subsequently been recognized by the Secretary as the Gila River Indian Community of the Gila River Indian Reservation, and its members.

(13) GILA RIVER INDIAN RESERVATION; RESERVATION.—The terms “Gila River Indian reservation” or “reservation” mean those lands held in trust by the United States for the benefit of the Gila River Indian Community and its members located within the exterior borders of the reservation, as created pursuant to the Act of February 28, 1859, and modified by the Executive Orders of August 31, 1876, June 14, 1879, May 5, 1882, November 15, 1883, July 31, 1911, June 2, 1913, August 27, 1914, and July 19, 1915.

(14) GLOBE EQUITY DECREE.—The term “Globe equity decree” means the decree dated June 29, 1935, and entered in *The United States of America v. Gila Valley Irrigation District, et al.*, Globe Equity No. 59, in the United States District Court in and for the District of Arizona, and all court orders and decisions supplemental thereto.

1 (15) INJURIES TO WATER RIGHTS.—The term
 2 “injuries to water rights” means any interference
 3 with, diminution of, or deprivation of water rights or
 4 water quality, under Federal, State or other law, in-
 5 cluding changes in the underground water table and
 6 the effects of such changes. Such term does not in-
 7 clude claims related to subsidence damage.

8 (16) IGA WITH RESPECT TO WATER RIGHTS.—
 9 The term “IGA with respect to water rights” means
 10 the Intergovernmental Agreement between the Gila
 11 River Indian Community and the State of Arizona
 12 for Water Rights and Management on After Ac-
 13 quired Trust Lands attached as exhibit _____ to
 14 the Agreement.

15 (17) INTERGOVERNMENTAL TRUST CONSULTA-
 16 TION AGREEMENT.—The term “Intergovernmental
 17 Trust Consultation Agreement” means the Intergov-
 18 ernmental Agreement between the Gila River Indian
 19 Community and the State of Arizona for Intergov-
 20 ernmental Trust Consultation attached as Exhibit
 21 _____ to the Agreement.

22 (18) ROOSEVELT WATER CONSERVATION DIS-
 23 TRICT.—The terms “Roosevelt Water Conservation
 24 District” and “RWCD” mean the entity of that
 25 name which is a political subdivision of the State of

1 Arizona and an irrigation district organized under
2 the laws of the State of Arizona.

3 (19) SAN CARLOS IRRIGATION AND DRAINAGE
4 DISTRICT.—The terms “San Carlos Irrigation and
5 Drainage District” and “SCIDD” mean the non-In-
6 dian component of the entity of that name which is
7 a political subdivision of the State of Arizona and an
8 irrigation and drainage district organized under the
9 laws of the State of Arizona.

10 (20) SCIP.—The term “SCIP” means the San
11 Carlos Irrigation Project authorized pursuant to the
12 Act of June 7, 1924 (43 Stat. 475) and expanded
13 pursuant to the Act of March 7, 1928 (45 Stat.
14 200).

15 (21) SECRETARY.—The term “Secretary”
16 means the Secretary of the Interior.

17 (22) SUBSIDENCE DAMAGE.—The term “sub-
18 sidence damage” means injury to land, water, or
19 other property from the settling of geologic strata or
20 from cracking in the earth’s surface of any length or
21 depth, which is caused by the withdrawal of ground
22 water.

23 (23) TRUST LANDS.—The term “trust lands”
24 means any lands outside the reservation that are
25 held in trust by the United States for the benefit of

1 the Community and its members as of the effective
2 date of this title.

3 (24) WATER RIGHTS.—The term “water rights”
4 means any and all rights in or to ground water, sur-
5 face water, or effluent under Federal, State or other
6 law.

7 **SEC. 204. APPROVAL OF THE GILA RIVER INDIAN COMMU-**
8 **NITY WATER RIGHTS SETTLEMENT AGREE-**
9 **MENT.**

10 (a) IN GENERAL.—Except to the extent that the
11 Agreement conflicts with a provision of this title, such
12 Agreement is hereby approved, ratified and confirmed.

13 (b) EXECUTION OF AGREEMENT.—The Secretary
14 shall execute the Agreement, including any amendments
15 necessary to make the Agreement consistent with this
16 title, after the Community has executed the Agreement
17 and such amendments.

18 (c) NATIONAL ENVIRONMENTAL POLICY ACT.—Exe-
19 cution of the Agreement by the Secretary under this sec-
20 tion shall not constitute a major Federal action under the
21 National Environmental Policy Act (42 U.S.C. 4321 et.
22 seq.). The Secretary shall carry out all necessary environ-
23 mental compliance activities during the implementation of
24 the Agreement, including activities under the National En-
25 vironmental Policy Act and the Endangered Species Act

1 (16 U.S.C. 1531 et. seq.). With respect to the Agreement,
 2 the Bureau of Reclamation shall be designated as the lead
 3 agency in regard to environmental compliance.

4 (d) REHABILITATION OF CERTAIN WATER WORKS.—

5 (1) IN GENERAL.—The Secretary shall rehabili-
 6 tate the SCIP water diversion and delivery works.

7 (2) EXISTING CONTRACTS.—The Pima Lateral
 8 and those distribution canals receiving water there-
 9 from shall be rehabilitated under paragraph (1)
 10 through contracts with the Community that are in
 11 effect on the date of enactment of this Act.

12 (3) REMAINDER.—The Secretary shall accom-
 13 plish the remainder of the rehabilitation required
 14 under paragraph (1) through the execution of a sup-
 15 plemental repayment contract with SCIDD in the
 16 form provided for in Exhibit 21_____ of the Agree-
 17 ment.

18 **SEC. 205. RIGHTS TO WATER.**

19 (a) RIGHTS HELD IN TRUST.—The Community's and
 20 allottees' rights to water as described in the Agreement
 21 shall be held in trust by the United States on their behalf.

22 (b) REALLOCATION.—In accordance with this title
 23 and the Agreement the Secretary shall reallocate to the
 24 Community—

1 (1) an annual entitlement to 18,600 acre-feet of
2 CAP non-Indian agricultural priority water, held by
3 the Secretary on the date of enactment of this Act
4 for the benefit of the Community pursuant to an
5 agreement among the Secretary, the Community,
6 and the RWCD pursuant to which RWCD relin-
7 quished its entitlement to CAP non-Indian agricul-
8 tural priority water under that agreement among the
9 United States, CAWCD, and RWCD dated Novem-
10 ber 18, 1991 (No. 2–07–30–W0268), together with
11 any entitlement to agricultural priority water reallo-
12 cated to the RWCD under the Final Reallocation
13 Decision published in the Federal Register (Volume
14 47, No. 24, on February 25, 1992, at page 4470 et
15 seq.);

16 (2) an annual entitlement to 17,800 acre-feet of
17 CAP Indian priority water which was previously allo-
18 cated with a non-Indian agricultural priority to the
19 Harquahala Valley Irrigation District (referred to in
20 this title as “HVID”), and thereafter, permanently
21 relinquished by HVID in accordance with Contract
22 No. 3–07–W0290 among the Central Arizona Water
23 Conservation District, HVID, and the United States,
24 and converted to CAP Indian priority water pursu-
25 ant to Public Law 101–468;

1 (3) an annual entitlement to 17,000 acre-feet of
2 CAP municipal and industrial priority water which
3 the Secretary previously allocated to Asarco in the
4 Notice of Final Allocation to Indian and Non-Indian
5 Water Users and Related Decisions, dated March
6 24, 1983 (48 Fed Reg 12466, et seq.) as provided
7 for in and subject to the terms of Exhibit 12.1 to
8 the Agreement; and

9 (4) an annual entitlement to 102,000 acre-feet
10 of CAP non-Indian agricultural priority water made
11 available pursuant to the agreement ratified in sec-
12 tion 107(a).

13 (c) WATER SERVICE CAPITAL CHARGES.—The Com-
14 munity shall not be responsible for water service capital
15 charges, or any other charges or payments, for CAP
16 water, except for operation, maintenance and replacement
17 costs as provided for in section 206.

18 (d) ALLOCATION AND REPAYMENT.—For the pur-
19 pose of determining the allocation and repayment of costs
20 of the CAP as provided for in article 9.3 of the CAP Mas-
21 ter Repayment Contract, the costs associated with the de-
22 livery of water under the Community CAP Water Delivery
23 Contract shall be non-reimbursable, and such costs shall
24 be excluded from the repayment obligation of the Central
25 Arizona Water Conservation District.

1 (e) APPLICATION OF PROVISIONS.—The water rights
2 recognized and confirmed to the Community by the Agree-
3 ment, and this title, shall be subject to section 7 of the
4 Act of February 8, 1887 (25 U.S.C. 381). The community
5 shall enact a water code, subject to any applicable provi-
6 sion of law, that—

7 (1) manages, regulates, and controls the water
8 resources on the reservation;

9 (2) governs all of the water rights which are
10 held in trust by the United States for the benefit of
11 the Community and allottees; and

12 (3) includes, subject to approval of the
13 Secretary—

14 (A) a process by which any allottee, or any
15 successor in interest to an allottee, may request
16 and be provided with a fair and equitable dis-
17 tribution of water for use on his or her allotted
18 lands; and

19 (B) a due process system for the consider-
20 ation and determination of any request by any
21 allottee, or any successor in interest to an allot-
22 tee, for distribution of water, including a proc-
23 ess for appeal and adjudication of denied or dis-
24 puted distributions of water and for resolution
25 of contested administrative decisions.

1 **SEC. 206. COMMUNITY WATER DELIVERY CONTRACT**
2 **AMENDMENTS.**

3 (a) IN GENERAL.—The Secretary shall amend the
4 Community's CAP Water Delivery Contract as provided
5 for in the Agreement to—

6 (1) provide that the contract shall be for per-
7 manent service, as that term is used for purposes of
8 section 5 of the Boulder Canyon Project Act of 1928
9 (43 U.S.C. 617d) and without limit as to term;

10 (2) authorize the Community to lease or to
11 enter into an option or options to lease, as provided
12 for in the Agreement, and such other leases, or op-
13 tions to lease, providing for the delivery to or use by
14 others of any portion of the water to which the Com-
15 munity is entitled under the contract for terms not
16 exceeding 100 years, and to authorize the Commu-
17 nity to renegotiate any lease or enter into new leases
18 during the term of any existing leases so long as the
19 term of any new lease does not exceed 100 years;

20 (3) authorize the Community to use water to
21 which the Community is entitled under the contract
22 on lands owned by the Community or held in trust
23 for the benefit of the Community within Arizona;

24 (4) provide that all CAP water to which the
25 Community is entitled under the contract shall be
26 delivered through the CAP System; and

1 (5) provide that the costs allocable to the Com-
2 munity for the construction of the CAP System shall
3 be non-reimbursable, and such costs shall be ex-
4 cluded from any repayment obligation of the Com-
5 munity.

6 (b) PAYMENT OF CHARGES.—As authorized by sec-
7 tion 403(f) of the Colorado River Basin Project Act (as
8 amended by section 108(a)), the United States shall pay,
9 or provide for the payment of, CAP Fixed OM&R Charges
10 as provided for in paragraph 8 of the Agreement.

11 (c) RATIFICATION OF LEASES.—The leases of Com-
12 munity CAP water by the Community to Asarco, Phelps
13 Dodge and to any or all of the cities of Chandler, Glendale,
14 Goodyear, Mesa, Peoria, Phoenix, and Scottsdale, Ari-
15 zona, attached as exhibits to the Agreement, are hereby
16 authorized, ratified and confirmed, and the Secretary shall
17 execute such leases. Neither the Community nor any re-
18 cipient of Community CAP water through lease or ex-
19 change, shall be obligated to pay water service capital
20 charges or any other charges, payments or fees for such
21 water, except as expressly provided for in the lease or ex-
22 change agreement.

23 (d) RECLAIMED WATER EXCHANGE AGREEMENT.—
24 The Reclaimed Water Exchange Agreement among Chan-
25 dler Arizona, Mesa Arizona, the Community, RWCD and

1 the United States, attached as Exhibit 19.1 to the Agree-
 2 ment, is hereby approved, ratified and confirmed.

3 (e) PROHIBITIONS.—

4 (1) USE OUTSIDE OF ARIZONA.—None of the
 5 Community's CAP water shall be leased, exchanged,
 6 forborne or otherwise transferred in any way by the
 7 Community for use directly or indirectly outside of
 8 the State of Arizona.

9 (2) USE OFF OF RESERVATION.—Except as au-
 10 thorized by this section, no water made available to
 11 the Community pursuant to the Agreement, the
 12 Globe Equity Decree, or this title, may be sold,
 13 leased, transferred or in any way used off the res-
 14 ervation other than by exchange. Nothing in this Act
 15 or in the Agreement shall be construed as a limita-
 16 tion on the Community's ability to enter into any
 17 agreement with the Arizona Water Banking Author-
 18 ity, or its successor agency or entity, in accordance
 19 with State law.

20 **SEC. 207. CLAIMS EXTINGUISHMENT: WAIVERS AND RE-**
 21 **LEASES.**

22 (a) SATISFACTION OF CLAIMS.—The benefits realized
 23 by the Community, its members and allottees under this
 24 title shall constitute full and complete satisfaction of all
 25 members' and allottees' claims for water rights or injuries

1 to water rights under Federal, State, and other laws for
 2 the Reservation and Trust Lands whether such claims
 3 arise prior to or after the date of enactment of this Act.
 4 Notwithstanding the preceding sentence, nothing in this
 5 title shall be deemed to recognize or establish any right
 6 of a member of the Community to water on the Reserva-
 7 tion.

8 (b) WAIVER OR RELEASE.—The community, on be-
 9 half of itself and its members, and the Secretary, on behalf
 10 of the United States and the allottees, are authorized, as
 11 part of the performance of the obligations under the
 12 Agreement, to execute a waiver and release, except as pro-
 13 vided for in the Agreement, of any and all claims against
 14 the State of Arizona, or any agency or political subdivision
 15 thereof, or any other person, entity, corporation or munic-
 16 ipal corporation under Federal, State or other law for any
 17 and all—

18 (1) water rights or injuries to water rights,
 19 whether such claims arise prior to or after the date
 20 of enactment of this Act;

21 (2) claims for water rights with respect to Res-
 22 ervation and Trust Lands that arise after the date
 23 of enactment of this Act;

24 (3) claims for injuries to water rights resulting
 25 from the diversion or use of ground water, surface

1 water, CAP water or effluent, whether such claims
2 arise prior to or after the date of enactment of this
3 Act, in a manner both consistent with the Agree-
4 ment and not in violation of applicable State law;

5 (4) water rights and injuries to water rights
6 based upon aboriginal occupancy of lands by the
7 Community, its members, allottees, or their prede-
8 cessors, whether such claims arise prior to or after
9 the date of enactment of this Act;

10 (5) claims (including claims for damages or in-
11 junction resulting from injuries to land, water rights
12 or property) against the Salt River Project or its of-
13 ficers, directors, employees, agents or shareholders
14 arising from the discharge, transportation, seepage
15 or other movement of water, whether such claims
16 arise prior to or after the date of enactment of this
17 Act, in or through drains, canals or other structures
18 within the Salt River Reservoir District to lands
19 within the reservation;

20 (6) subsidence damages, whether such claims
21 arise prior to or after the date of enactment of this
22 Act;

23 (7) claims for subsidence damages resulting
24 from the diversion or use of underground water after
25 the effective date of this title, in a manner both con-

1 sistent with the Agreement and not in violation of
2 applicable State law; and

3 (8) claims arising out of or related in any man-
4 ner to the negotiations or execution of the Agree-
5 ment, or for the negotiation or enactment of this
6 Act, or any specific terms or provisions thereof.

7 (c) PROHIBITION.—No allottee may assert any past,
8 present or future claims for water rights or claims for in-
9 juries to water rights against the United States, the State
10 of Arizona or any political subdivision thereof, or any
11 other person, entity, corporation or municipal corporation.

12 (d) LIMITATION ON CLAIMS BY THE UNITED
13 STATES.—Except as provided in the Agreement, the
14 United States shall not assert any claim against the State
15 of Arizona or any political subdivision thereof, or any
16 other person, entity, corporation or municipal corporation,
17 under Federal, State or other laws in its own right or on
18 behalf of the Community, its members or allottees based
19 upon any of the claims described in paragraphs (1)
20 through (8) of subsection (b).

21 (e) FUNDING.—If, because of the operation of sec-
22 tions 501 and 502, the authority provided for in sub-
23 section (b) does not become effective, the Community and
24 the United States shall retain the right to assert past,

1 present and future water rights claims and claims for inju-
2 ries to water rights as to all reservation lands.

3 **SEC. 208. COMMUNITY TRUST FUNDS.**

4 (a) ESTABLISHMENT.—The Secretary shall establish
5 in the Treasury of the United States a trust fund to be
6 known as the “Gila River Indian Community Settlement
7 Development Trust Fund” (referred to in this section as
8 the “Fund”).

9 (b) DEPOSITS.—The Secretary shall deposit into the
10 Fund, \$200,000,000 of the amounts made available pur-
11 suant to section 403(f)(2)(B) of the Colorado River Basin
12 Project Act (as amended under section 108). Except as
13 otherwise provided for in this title, the principal of the
14 Fund, and any interest or income accruing thereon, shall
15 be managed in accordance with the American Indian
16 Trust Fund Management Reform Act of 1994 (25 U.S.C.
17 4001 et seq.).

18 (c) USE OF FUND.—The principal of the Fund, and
19 any interest or income accruing thereon, shall be used by
20 the Community for the development of irrigation works
21 above the 40 acre distribution or as otherwise provided
22 for in the Agreement.

23 (d) WITHDRAWAL.—The Community may withdraw
24 amounts from the fund and deposit such amounts in a
25 private financial institution selected by mutual agreement

1 of the Community and the Secretary. Such a withdrawal
 2 shall be made pursuant to the American Indian Trust
 3 Fund Management Reform Act of 1994 (25 U.S.C. 4001
 4 et seq.). If the Community exercises its rights pursuant
 5 to this subsection to withdraw funds and make deposits
 6 in a private financial institution, neither the Secretary nor
 7 the Secretary of the Treasury, except as provided in the
 8 withdrawal plan, shall retain any oversight over or liability
 9 for the accounting, disbursement, or investment of such
 10 funds.

11 (e) LIMITATIONS.—

12 (1) NO DISTRIBUTION TO MEMBERS.—No part
 13 of the principal of the Fund, or the interest or in-
 14 come accruing thereon, shall be distributed to any
 15 member of the Community on a per capita basis.

16 (2) FUNDS NOT AVAILABLE UNTIL ENFORCE-
 17 ABILITY DATE.—Amounts deposited into the Fund
 18 pursuant to subsection (b) shall not be available for
 19 expenditure or withdrawal by the Community until
 20 the enforceability date of the Agreement.

21 **SEC. 209. COMMUNITY SUBSIDENCE RECOVERY TRUST AC-**
 22 **COUNT.**

23 (a) ESTABLISHMENT OF ACCOUNT.—

24 (1) IN GENERAL.—The Secretary shall establish
 25 in the Treasury of the United States an account to

1 be known as the “Community Subsidence Recovery
 2 Trust Account” (referred to in this section as the
 3 “Account”).

4 (2) DEPOSITS.—The Account shall consist of
 5 amounts deposited into the Account pursuant to an
 6 appropriation under section 210(c)(1) for claims as
 7 of June 30, 2003, and any amounts appropriated
 8 pursuant to section 210(c)(2) from time to time to
 9 satisfy claims after June 30, 2003.

10 (b) INVESTMENTS.—The Secretary of the Treasury
 11 shall invest all amounts deposited into, accruing to, and
 12 remaining in, the Account in accordance with the Act of
 13 November 4, 1983 (25 U.S.C. 162a).

14 (c) DISTRIBUTION.—Amounts in the Account shall be
 15 available for distribution to the Community subject to the
 16 following terms and conditions:

17 (1) Funds may only be used by the Community
 18 for the repair and remediation of subsidence damage
 19 on the Reservation or trust lands.

20 (2) Funds shall be distributed by the Secretary
 21 only after—

22 (A) a claim for subsidence damage is sub-
 23 mitted by the Community to the Secretary de-
 24 tailing the subsidence damage on the Reserva-
 25 tion or trust lands and containing a profes-

1 sional estimate of the costs of the repair or re-
2 mediation;

3 (B) the Secretary has determined and vali-
4 dated through an independent survey or review
5 by a private sector engineering firm that the
6 subsidence damage described in the claim has
7 occurred and that the cost estimate is reason-
8 able and the community has been in compliance
9 with the water code described in section 205(e);
10 and

11 (C) the Community has agreed—

12 (i) that upon completion of each re-
13 pair or remediation for which it receives a
14 distribution of funds, the Community will
15 file with the Secretary a report detailing
16 the expenditures of the funds for such re-
17 pair or remediation; and

18 (ii) in the event that any portion of
19 the funds distributed are not expended by
20 the Community on the repair or remedi-
21 ation, the unexpended portion will be re-
22 turned to the Account.

23 (d) LIMITATION ON LIABILITY.—The United States
24 shall not be liable for any claim or cause of action arising

1 from the Community's use or expenditure of moneys dis-
 2 tributed from the Account.

3 (e) SATISFACTION OF CLAIMS.—Except as provided
 4 in this subsection and in the Agreement, the Account shall
 5 be in full satisfaction of all claims of the Community, its
 6 members, and allottees of reservation land for subsidence
 7 damage on the Reservation and trust lands. Any claim of
 8 the Community, its members, and allottees, or of the
 9 United States on behalf of the Community, its members,
 10 and allottees, for subsidence damage on the Reservation
 11 or trust lands shall be satisfied out of the monies deposited
 12 into the Account and any increase thereof, as provided for
 13 in section ____ of the Agreement. No allottee of land with-
 14 in the Reservation may assert any claims for subsidence
 15 damage on the Reservation except as provided for in the
 16 Agreement.

17 **SEC. 210. AUTHORIZATION OF APPROPRIATIONS.**

18 (a) AMOUNTS FOR REHABILITATION OF IRRIGATION
 19 WORKS.—There is authorized to be appropriated for the
 20 rehabilitation of the SCIDD irrigation works authorized
 21 in section 204(d)(2), \$40,000,000 for fiscal year 2001,
 22 and such sums as may be necessary for each subsequent
 23 fiscal year taking into account ordinary fluctuations in
 24 construction costs as indicated by engineering cost indices

1 applicable to the types of construction involved under such
2 section.

3 (b) REDUCTION OF IRRIGABLE ACREAGE.—There
4 is authorized to be appropriated, not to exceed \$7,000,000
5 for fiscal year 2001, and such sums as may be necessary
6 for each fiscal year thereafter, to carry out section 212(b).

7 (c) COMMUNITY SUBSISTENCE RECOVERY TRUST
8 ACCOUNT.—There is authorized to be appropriated to the
9 Community Subsistence Recovery Trust Account under
10 section 209—

11 (1) \$4,000,000, and until such time as the en-
12 tire amount is appropriated and deposited into the
13 account, such amount shall include an adjustment
14 representing the interest that would have been
15 earned on such amount if such amount had been ap-
16 propriated and deposited into the Account by of
17 June 30, 2003, at rates determined by the Secretary
18 of the Treasury, taking into consideration the aver-
19 age market yield on outstanding Federal obligations
20 of comparable maturity; and

21 (2) such sums as may be necessary to pay
22 claims made on the Account after June 30, 2003.

23 (d) ENVIRONMENTAL COMPLIANCE.—There is au-
24 thorized to be appropriated such sums as may be nec-
25 essary to carry out all necessary environmental compliance

1 activities associated with the Agreement and this title, in-
2 cluding any mitigation measures adopted by the Secretary.

3 **SEC. 211. AFTER ACQUIRED TRUST LANDS.**

4 (a) LIMITATION.—The United States shall not take
5 legal title to any lands within the State of Arizona that
6 is outside the exterior boundaries of the Reservation in
7 trust for the benefit of the Community until all of the fol-
8 lowing conditions have been satisfied:

9 (1) The Community and the State of Arizona
10 have executed the Intergovernmental Trust Con-
11 sultation Agreement and such agreement has become
12 enforceable according to its terms.

13 (2) The Community has satisfied all of the re-
14 quirements of the Intergovernmental Trust Con-
15 sultation Agreement for each parcel of land to be
16 taken into trust by the United States for the benefit
17 of the Community.

18 (3) The Community and the State of Arizona
19 have executed the Intergovernmental Agreement
20 with Respect to Water Rights, and it has become en-
21 forceable according to its terms.

22 (4) The Community has adopted the Water
23 Program required by the Intergovernmental Agree-
24 ment with Respect to Water Rights.

1 (b) CERTIFICATION.—After publication in the Fed-
2 eral Register of a written certification by the Secretary
3 to the Governor of the State of Arizona that all of the
4 conditions in subsection (a) have been fully satisfied for
5 each parcel of land to be taken into trust by the United
6 States for the benefit of the Community, the United
7 States may consider whether to take such parcels into
8 trust in accordance with Federal law.

9 (c) FINAL AGENCY ACTION.—Any written certifi-
10 cation by the Secretary under subsection (b) shall con-
11 stitute final agency action under the Administrative Proce-
12 dure Act and shall be reviewable as provided for in section
13 702 of title 5, United States Code.

14 (d) PAYMENT IN LIEU OF TAXES.—For each parcel
15 of land taken into trust by the United States for the ben-
16 efit of the Community under this section, the Community
17 shall make payments in lieu of all current and future
18 State, county, and local ad valorem property taxes for
19 after acquired trust lands as provided for in the Intergov-
20 ernmental Trust Consultation Agreement.

21 (e) RIGHT TO SURFACE AND GROUND WATER.—
22 After acquired trust lands shall only have the rights to
23 surface water and ground water authorized in the IGA
24 with respect to water rights.

1 (f) TRIBAL RESOURCE ATTRIBUTES.—Upon acquisi-
 2 tion of a parcel of land in trust by the United States for
 3 the benefit of the Community under this section, the rights
 4 to surface water and ground water authorized in the IGA
 5 with respect to water rights shall become tribal resources
 6 held in trust status by the United States for the benefit
 7 of the Community and shall have the following attributes:

8 (1) The Community's rights to water for after
 9 acquired trust lands shall not be subject to for-
 10 feiture, relinquishment, or abandonment arising
 11 from events occurring after the date the lands are
 12 taken into trust.

13 (2) The Community's rights to water for after
 14 acquired trust lands shall not be subject to con-
 15 demnation by any State authority.

16 (3) The Community's rights to water for after
 17 acquired trust lands shall not be subject to the regu-
 18 latory jurisdiction of the State of Arizona, except
 19 that if the water rights associated with after ac-
 20 quired trust lands were—

21 (A) on the date on which the after ac-
 22 quired trust lands were taken into trust status,
 23 subject to adjudication and administration in
 24 the court presiding over the Arizona general
 25 stream adjudication; or

1 (B) subsequent to the date on which the
2 after acquired trust lands were taken into trust
3 status, determined by a court of competent ju-
4 risdiction to be subject to the Arizona general
5 stream adjudication;

6 then the water rights associated with the after ac-
7 quired trust lands shall continue to be subject to the
8 Arizona general stream adjudication to the extent
9 that such rights were or subsequently are deter-
10 mined to be subject to such adjudication.

11 (4) Subject to paragraph (3) and the intergov-
12 ernmental agreements, the Community may divert or
13 use the surface water and ground water rights asso-
14 ciated with after acquired trust lands for community
15 purposes at the discretion of the Community on such
16 after acquired trust lands.

17 (g) NO RESERVED RIGHTS.—After acquired trust
18 lands shall not have Federal reserved rights to surface
19 water or ground water.

20 (h) NOT SUBJECT TO STATE JURISDICTION.—Ex-
21 cept as provided in subsection (f)(2), rights to ground
22 water for after acquired trust lands shall not be subject
23 to the State's regulatory jurisdiction, except that any
24 claim by the Community, the United States on behalf of
25 the Community, or any other person with respect to such

1 rights to ground water shall be brought in the Superior
2 Court of the State of Arizona.

3 (i) AUTHORITY OF COMMUNITY.—For purposes of
4 complying with the provisions of this section, the Commu-
5 nity is authorized to enter into the Intergovernmental
6 Agreement between the Gila River Indian Community and
7 the State of Arizona, Water Management on After Ac-
8 quired Trust Lands, and the Intergovernmental Agree-
9 ment between the Gila River Indian Community and the
10 State of Arizona, Intergovernmental Trust Consultation.
11 The Community is authorized to waive its sovereign immu-
12 nity and consent to suit in the Superior Court of the State
13 of Arizona for the limited purposes required by those
14 agreements, and for any intergovernmental agreement re-
15 quired to be entered into by the Community under the
16 terms of those agreements.

17 (j) TERMS OF AGREEMENT.—The Secretary shall ac-
18 knowledge the terms of any intergovernmental agreement
19 entered into by the Community under this section and
20 shall not seek to abrogate those terms in any administra-
21 tive or judicial action. If a judicial action is commenced
22 during a dispute over any intergovernmental agreement
23 entered into under this section, and the United States is
24 allowed to intervene in such action, the United States shall
25 not remove such action to the Federal courts.

1 (k) RULE OF CONSTRUCTION.—Notwithstanding any
2 other provision of this Act, nothing in this Act shall be
3 construed to alter the continued application of the Act of
4 May 25, 1918 (25 U.S.C. 211) within Arizona.

5 **SEC. 212. MISCELLANEOUS PROVISIONS.**

6 (a) AUTHORITY OF JOINDER OF UNITED STATES.—
7 If any party to the Agreement commences an action in
8 any Federal Court relating only and directly to the inter-
9 pretation or enforcement of this Act or the Agreement and
10 names the United States or the Community as a party,
11 the United States or the Community, or both, may be
12 joined in any such action, and any claim by the United
13 States or the Community to sovereign immunity from such
14 action is hereby waived.

15 (b) REDUCTION IN IRRIGABLE ACREAGE.—As pro-
16 vided for in paragraph ____ of the Agreement, the Sec-
17 retary is authorized to expend amounts appropriated
18 under this Act for the purpose of reducing by 2,000 acres
19 the maximum number of acres that may be irrigated under
20 the Globe Equity Decree upstream from the San Carlos
21 Apache Indian Reservation.

22 (c) RULE OF CONSTRUCTION.—Nothing in this Act
23 shall be construed to quantify or otherwise affect the
24 water rights, claims or entitlements to water of any Indian

1 tribe, band or community, other than the Gila River In-
2 dian Community.

3 (d) LIMITATION ON CLAIMS FOR REIMBURSE-
4 MENT.—The United States shall not make a claim for re-
5 imbursement of costs arising out of the implementation
6 of this title or the Agreement against any Indian-owned
7 land within the Reservation, and no assessment shall be
8 made in regard to such costs against such lands.

9 (e) NO AFFECT ON FUTURE ALLOCATIONS.—Water
10 received pursuant to a lease or exchange of community
11 CAP water under this Act shall not affect any future allo-
12 cation or reallocation of CAP water by the Secretary.

13 (f) MASTER REPAYMENT CONTRACT OF COMMU-
14 NITY.—The Secretary shall amend the Community's Mas-
15 ter Repayment Contract to provide that the costs under
16 such contract to the community shall be non-reimbursable.
17 Nothing in this Act or the Agreement shall expand the
18 Secretary's obligations under the Community's Master Re-
19 payment Contract.

1 **SEC. 213. ADDITIONAL UPPER GILA VALLEY ISSUES.**

2 **TITLE III—SOUTHERN ARIZONA**
 3 **WATER RIGHTS SETTLEMENT**
 4 **AMENDMENTS ACT OF 2000.**

5 **SEC. 301. AMENDMENT TO SOUTHERN ARIZONA WATER**
 6 **RIGHTS SETTLEMENT ACT OF 1982.**

7 Title III of Public Law 97–293 (the Southern Ari-
 8 zona Water Rights Settlement Act of 1982 (96 Stat.
 9 1261)) is amended to read as follows:

10 **“TITLE III—SOUTHERN ARIZONA**
 11 **WATER RIGHTS SETTLEMENT**
 12 **AMENDMENTS ACT OF 2000**

13 **“SEC. 301. SHORT TITLE.**

14 “This title may be cited as the ‘Southern Arizona
 15 Water Rights Settlement Amendments Act of 2000’.

16 **“SEC. 302. CONGRESSIONAL FINDINGS.**

17 “Congress finds that—

18 “(1) water rights claims within the San Xavier
 19 Indian Reservation and the eastern Schuk Toak Dis-
 20 trict of the Tohono O’odham Nation, the members
 21 of the Nation and allottees are the subject of law-
 22 suits pending against the United States, and numer-
 23 ous parties in southern Arizona, including major
 24 mining companies, agricultural interests, and the
 25 city of Tucson, on the date of enactment of the Ari-
 26 zona Water Settlement Act of 2000;

1 “(2) the lawsuits referred to in paragraph (1)
2 are not only expensive and time consuming for all
3 participants but also threaten to cause profound ad-
4 verse impacts on the health and development of the
5 Indian and non-Indian economies of southern Ari-
6 zona;

7 “(3) the parties to the lawsuits referred to in
8 paragraph (1) and other persons interested in the
9 settlement of the water rights claims of the Nation
10 and its members and allottees within the Tucson
11 management area have diligently attempted to settle
12 those lawsuits;

13 “(4) the requirements of paragraph (1) of sec-
14 tion 307(a) (as in effect on the day before the date
15 of enactment of the Arizona Water Settlement Act
16 of 2000) were met within 1 year of the date of en-
17 actment of such paragraph in the following
18 manner—

19 “(A) the city of Tucson, Arizona entered
20 into an agreement dated October 11, 1983 with
21 the United States to make available 28,200
22 acre-feet of reclaimed water to the Secretary to
23 be disposed of as the Secretary sees fit and in-
24 cluding a provision that permits the Secretary
25 to provide terms and conditions under which

1 the Secretary may relinquish to the city of Tuc-
2 son such quantities of water as are not needed
3 to satisfy the Secretary's obligations under this
4 title;

5 “(B) the city of Tucson, the State of Ari-
6 zona, and others entered into an agreement
7 dated October 11, 1983 with the United States
8 to establish the Cooperative Fund, and con-
9 tributions that were required to be made pursu-
10 ant to section 313 (as in effect on the day be-
11 fore the date of enactment of the Arizona
12 Water Settlement Act of 2000) were subse-
13 quently made;

14 “(C) the Nation entered into an agreement
15 dated October 11, 1983 with the United States
16 in compliance with subparagraph (C) of section
17 307(a)(1) (as in effect on the day before the
18 date of enactment of the Arizona Water Settle-
19 ment Act of 2000); and

20 “(D) in the agreement dated October 11,
21 1983 with the United States, the Nation exe-
22 cuted a waiver and release in compliance with
23 subparagraph (D) of section 307(a)(1) (as in
24 effect on the day before the date of enactment
25 of the Arizona Water Settlement Act of 2000);

1 “(5) by providing the assistance specified in
2 this title, the Federal Government will make possible
3 the implementation of a settlement of the lawsuits
4 referred to in paragraph (1);

5 “(6) it is in the long-term interest of the United
6 States, the State of Arizona and political subdivi-
7 sions of the State, the Tohono O’odham Nation, the
8 San Xavier and Schuk Toak Districts of the Tohono
9 O’odham Nation, and the non-Indian community of
10 southern Arizona, that the Federal Government as-
11 sist in the implementation of a fair and equitable
12 settlement of the water rights claims of the Tohono
13 O’odham Nation, and the members of the Nation
14 and allottees within the San Xavier Indian Reserva-
15 tion and the eastern Schuk Toak District of the
16 Tohono O’odham Nation; and

17 “(7) the settlement provided for by this title
18 will—

19 “(A)(i) provide flexibility in the manage-
20 ment of water resources; and

21 “(ii) encourage the allocation of such re-
22 sources in accordance with the highest and best
23 uses of the resources;

24 “(B) promote the conservation and man-
25 agement of water resources; and

1 “(C) carry out the trust responsibility of
 2 the United States to the Nation and the owners
 3 of individual beneficial interests in allotted trust
 4 lands within the San Xavier Indian Reserva-
 5 tion.

6 **“SEC. 303. DEFINITIONS.**

7 “In this title:

8 “(1) ADAMS V. UNITED STATES.—The term
 9 ‘Adams v. United States’ means Adams et al. v.
 10 United States et al. (Civ. No. 93–240 TUC–FRZ
 11 (D. Ariz.)).

12 “(2) AGREEMENT OF DECEMBER 11, 1980.—The
 13 term ‘Agreement of December 11, 1980’ means the
 14 contract for the delivery of Central Arizona Project
 15 water that the United States and the Nation entered
 16 into on December 11, 1980.

17 “(3) AGREEMENT OF OCTOBER 11, 1983.—The
 18 term ‘Agreement of October 11, 1983’ means the
 19 contract to provide water and to settle claims to
 20 water under this title (as in effect on the day before
 21 the date of enactment of the Arizona Water Settle-
 22 ment Act of 2000) that the United States and the
 23 Nation entered into on October 11, 1983.

24 “(4) ALLOTTEES.—The term ‘allottees’ means
 25 individuals who hold a beneficial real property inter-

1 est in an Indian allotment within the San Xavier In-
 2 dian Reservation that is held in trust by the United
 3 States or is subject to a restriction against alien-
 4 ation, pursuant to section 7 of the Act of February
 5 8, 1887 (24 Stat. 390).

6 “(5) ALVAREZ V. TUCSON.—The term ‘Alvarez
 7 v. Tucson’ means Alvarez et al. v. City of Tucson et
 8 al. (Civ. No. 93–039 TUC–FRZ (D. Ariz.)).

9 “(6) CENTRAL ARIZONA PROJECT.—The term
 10 ‘Central Arizona Project’ means the Federal rec-
 11 lamation project authorized under title III of the
 12 Colorado River Basin Project Act (43 U.S.C. 1521
 13 et seq.).

14 “(7) CENTRAL ARIZONA PROJECT LINK PIPE-
 15 LINE.—The term ‘Central Arizona Project Link
 16 Pipeline’ means the pipeline from the San Xavier
 17 Turnout No. 2 of the Tucson Aqueduct of the Cen-
 18 tral Arizona Project to, and including, the flow con-
 19 trol structure at the southwest corner of field 155,
 20 or from such other turnout of the Tucson Aqueduct
 21 of the Central Arizona Project to such other point
 22 as provided for in the contract authorized in section
 23 313 or, in the event that such contract is not exe-
 24 cuted, as determined by the Secretary.

1 “(8) CENTRAL ARIZONA PROJECT MASTER RE-
2 PAYMENT CONTRACT.—The term ‘Central Arizona
3 Project Master Repayment Contract’ means contract
4 No. 14–06–W–245 entitled ‘contract between the
5 United States and the Central Arizona Water Con-
6 servations District for the delivery of water and re-
7 payment of costs of the Central Arizona Project’
8 dated December 1, 1988.

9 “(9) CENTRAL ARIZONA PROJECT SERVICE
10 AREA.—The term ‘Central Arizona Project Service
11 Area’ means the geographical area in which the Cen-
12 tral Arizona Water Conservation District delivers
13 Central Arizona Project water, defined as the three-
14 county area of Maricopa, Pinal and Pima Counties,
15 as that area may be expanded.

16 “(10) CENTRAL ARIZONA WATER CONSERVA-
17 TION DISTRICT.—The term ‘Central Arizona Water
18 Conservation District’ means the Central Arizona
19 Water Conservation District, organized under the
20 laws of the State of Arizona, which is the contractor
21 under a contract with the United States for the de-
22 livery of water and repayment of costs of the Central
23 Arizona Project.

24 “(11) COOPERATIVE FARM.—The term ‘Cooper-
25 ative Farm’ means the farm on lands in which

1 allottees hold an interest that is served by the exist-
2 ing irrigation system and the extension of the exist-
3 ing irrigation system provided for under paragraphs
4 (1) and (2) of section 304(c).

5 “(12) COOPERATIVE FUND.—The term ‘Cooper-
6 ative Fund’ means the Cooperative Fund referred to
7 in section 311.

8 “(13) DELIVERY AND DISTRIBUTION SYSTEM.—
9 The term ‘delivery and distribution system’ means
10 the Central Arizona Project aqueduct, the Central
11 Arizona Project Link Pipeline, and the pipelines, ca-
12 nals, aqueducts, conduits, and other necessary facili-
13 ties for water delivery, including pumping facilities,
14 powerplants, and electric power transmission facili-
15 ties external to the boundaries of a farm on which
16 the water is distributed.

17 “(14) EASTERN SCHUK TOAK DISTRICT.—The
18 term ‘eastern Schuk Toak District’ means the por-
19 tion of the Schuk Toak District (1 of 11 political
20 subdivisions of the Nation established under the con-
21 stitution of the Nation) that lies within the Tucson
22 management area.

23 “(15) EXEMPT WELL.—The term ‘exempt well’
24 means a water well—

1 “(A) with a maximum pumping capacity of
2 not more than 35 gallons per minute; and

3 “(B) the water from which is used for the
4 supply, service, and activities of households and
5 private residences, landscaping, livestock water-
6 ing, and irrigation of not more than 2 acres of
7 land for the production of plants and crops for
8 sale or human consumption, or for feed for live-
9 stock or poultry.

10 “(16) FARM.—The term ‘farm’ means a unit of
11 lands designated to be served by an irrigation sys-
12 tem.

13 “(17) FEE OWNERS OF ALLOTTED LAND.—The
14 term ‘fee owners of allotted land’ means persons who
15 hold fee simple title in real property that was for-
16 merly held in trust as an Indian allotment within the
17 San Xavier Indian Reservation.

18 “(18) IRRIGATION SYSTEM.—The term ‘irriga-
19 tion system’ means canals, laterals, ditches, sprin-
20 klers, bubblers and other irrigation works to dis-
21 tribute water within the boundaries of a farm, and,
22 with respect to the cooperative farm only, includes
23 the rehabilitation of fields, the remediation of sink
24 holes and stabilization of the banks of the Santa
25 Cruz River.

1 “(19) NATION.—The term ‘Nation’ means the
 2 Tohono O’odham Nation (formerly known as the
 3 Papago Tribe) organized under a constitution ap-
 4 proved pursuant to section 16 of the Act of June 18,
 5 1934 (25 U.S.C. 476).

6 “(20) NATION’S TERRITORIAL JURISDICTION.—
 7 The term ‘Nation’s territorial jurisdiction’ means all
 8 lands within the geographical boundaries over which
 9 the sovereign powers, authority, and jurisdiction of
 10 the Nation extend.

11 “(21) NET IRRIGABLE ACRES.—The term ‘net
 12 irrigable acres’ means only those acres of land with-
 13 in a farm that are suitable for growing crops.

14 “(22) SAN XAVIER ALLOTTEES ASSOCIATION.—
 15 The term ‘San Xavier Allottees Association’ means
 16 the organization incorporated as a nonprofit cor-
 17 poration under Arizona law for the purpose of rep-
 18 resenting and advocating the interests of individual
 19 Indian owners of beneficial interests in trust allot-
 20 ments on the San Xavier Indian Reservation.

21 “(23) SAN XAVIER COOPERATIVE ASSOCIA-
 22 TION.—The term ‘San Xavier Cooperative Associa-
 23 tion’ means the entity chartered under the laws of
 24 the Nation that is the lessee of lands within the co-
 25 operative farm and the authorized operator of the

1 cooperative farm under leases entered into with
 2 allottees whose lands are within the cooperative
 3 farm, and the operator's successors in interest.

4 “(24) SAN XAVIER DISTRICT.—The term ‘San
 5 Xavier District’ means 1 of 11 political subdivisions
 6 of the Nation established under the constitution of
 7 the Nation.

8 “(25) SAN XAVIER DISTRICT COUNCIL.—The
 9 term ‘San Xavier District Council’ means the gov-
 10 erning body of the San Xavier District established
 11 pursuant to Article IX of the Constitution of the
 12 Nation.

13 “(26) SAN XAVIER INDIAN RESERVATION.—The
 14 term ‘San Xavier Indian Reservation’ means the
 15 Reservation established by the Executive Order of
 16 July 1, 1874, which is a part of the Tohono
 17 O’odham Nation and has boundaries coterminous
 18 with those of the San Xavier District.

19 “(27) SCHUK TOAK FARM.—The term ‘Schuk
 20 Toak Farm’ means a farm constructed in the east-
 21 ern Schuk Toak District served by the irrigation sys-
 22 tem provided for under section 304(c)(3).

23 “(28) SECRETARY.—The term ‘Secretary’
 24 means the Secretary of the Interior.

1 “(29) SETTLEMENT AGREEMENT.—The term
2 ‘Settlement Agreement’ means the agreement and all
3 exhibits and attachments thereto settling and dis-
4 missing with prejudice the claims of United States
5 v. Tucson, Adams v. United States and Counts 1
6 through 4 of the consolidated claims of Alvarez v.
7 Tucson as executed by the parties and filed with the
8 court.

9 “(30) SHORTAGE YEAR.—The term ‘shortage
10 year’ means any calendar year for which the Sec-
11 retary has declared a water shortage on the Colo-
12 rado River pursuant to the agreement of December
13 11, 1980, and applicable Federal law.

14 “(31) SUBJUGATE.—The term ‘subjugate’
15 means to prepare land for the growing of crops
16 through irrigation.

17 “(32) TRANSACTION DATE.—The term ‘trans-
18 action date’ means the date designated by the Na-
19 tion on which the Nation intends to enter into a
20 sale, assignment, exchange, lease, option to lease or
21 other disposal of water pursuant to section 310(c).

22 “(33) TUCSON MANAGEMENT AREA.—The term
23 ‘Tucson Management Area’ means the area of land
24 corresponding to the area initially designated as the
25 Tucson Active Management Area pursuant to the

1 Arizona Groundwater Management Act of 1980 (ses-
2 sion laws of the State of Arizona, 1980, 34th legisla-
3 ture, fourth special session, chapter 1) (subsequently
4 divided into the Tucson Active Management Area
5 and the Santa Cruz Active Management Area pursu-
6 ant to Arizona Laws of 1994, Ch. 296) and that
7 part of the Upper Santa Cruz Basin not within the
8 area initially designated as the Tucson Active Man-
9 agement Area.

10 “(34) TUCSON INTERIM WATER LEASE.—The
11 term ‘Tucson Interim Water Lease’ means the lease
12 between the city of Tucson, Arizona and the Nation,
13 dated October 24, 1992, as amended and extended.

14 “(35) TUCSON WATER LEASE.—The term ‘Tuc-
15 son Water Lease’ means the lease between the city
16 of Tucson, Arizona and the Nation referred to in
17 section 310(j).

18 “(36) TURNOUT.—The term ‘turnout’ means,
19 with respect to the Central Arizona Project, a point
20 of water delivery on the Central Arizona Project aq-
21 ueduct.

22 “(37) UNDERGROUND STORAGE.—The term
23 ‘underground storage’ means direct storage, indirect
24 storage and deferred storage as described in section
25 308.

1 “(38) UNITED STATES V. TUCSON.—The term
 2 ‘United States v. Tucson’ means United States et al.
 3 v. the City of Tucson, et al. (Civ. No. 75–39 TUC
 4 consol. with Civ. No. 75–51 TUC–FRZ (D. Ariz.)).

5 “(39) VALUE.—The term ‘value’ means the
 6 value attributed to the water based on the antici-
 7 pated or actual use of the water, or its fair market
 8 value, whichever is greater.

9 **“SEC. 304. WATER DELIVERY AND CONSTRUCTION OBLIGA-**
 10 **TIONS.**

11 “(a) WATER DELIVERY.—With respect to the agree-
 12 ment entered into by the Nation on October 11, 1983,
 13 with the United States as required by section 306(a) (as
 14 in effect on the day before the date of enactment of the
 15 Arizona Water Settlement Act of 2000), the Secretary
 16 shall deliver, on an annual basis, from the main project
 17 works of the Central Arizona Project, a total of 37,800
 18 acre-feet of water suitable for agricultural use, of which—

19 “(1) 27,000 acre-feet shall be deliverable for
 20 use to the San Xavier Indian Reservation or shall
 21 otherwise be used in accordance with section 310;
 22 and

23 “(2) 10,800 acre-feet shall be deliverable for
 24 use to the eastern Schuk Toak District or shall oth-
 25 erwise be used in accordance with section 310.

1 “(b) CONSTRUCTION.—The Secretary shall, without
2 cost to the Nation, allottees, the San Xavier Cooperative
3 Association, or the San Xavier Allottees Association, as
4 part of the main project works of the Central Arizona
5 Project, design, construct, operate, maintain, and replace
6 the delivery and distribution systems appropriate to
7 deliver—

8 “(1) 27,000 acre-feet of water for irrigation use
9 to the San Xavier Indian Reservation; and

10 “(2) 10,800 acre-feet of water for irrigation use
11 to the eastern Schuk Toak District.

12 “(c) DUTIES OF THE SECRETARY.—

13 “(1) COMPLETION OF DELIVERY AND DIS-
14 TRIBUTION SYSTEM AND IMPROVEMENT TO EXIST-
15 ING IRRIGATION SYSTEM.—Except as provided in
16 subsection (d), not later than 2 years after the effec-
17 tive date described in section 317, the Secretary
18 shall complete the design and construction of the de-
19 livery and distribution system and, not later than 8
20 years after such effective date, the Secretary shall
21 complete improvements to the irrigation system that
22 serves the Cooperative Farm on such effective date.
23 Upon completion of such improvements, the irriga-
24 tion system shall serve not less than 900 and not
25 more than 1,000 net irrigable acres.

1 “(2) EXTENSION OF EXISTING IRRIGATION SYS-
2 TEM WITHIN THE SAN XAVIER INDIAN RESERVA-
3 TION.—Except as provided in subsection (d), not
4 later than 8 years after the effective date described
5 in section 317, the Secretary shall complete the de-
6 sign and construction of the extension of the irriga-
7 tion system that serves the Cooperative Farm on
8 such effective date. Upon completion of the exten-
9 sion, the irrigation system shall serve 2,289 net irri-
10 gable acres.

11 “(3) IRRIGATION AND DELIVERY AND DIS-
12 TRIBUTION SYSTEMS IN THE EASTERN SCHUK TOAK
13 DISTRICT.—Except as provided in subsection (d),
14 not later than 1 year after the effective date de-
15 scribed in section 317, the Secretary shall complete
16 the design and construction of an irrigation system
17 and delivery and distribution system to serve a farm
18 of not less than 2,200 and not more than 2,400 net
19 irrigable acres in the eastern Schuk Toak District.

20 “(d) EXTENSION OF DEADLINES.—

21 “(1) IN GENERAL.—The Secretary may extend
22 a deadline under subsection (c) if the Secretary
23 makes a finding that the deadline cannot be met by
24 reason of—

1 “(A) a material breach by the contractor of
2 a contract that is relevant to carrying out a
3 project described in subsection (c) (referred to
4 in this subsection as a ‘relevant contract’);

5 “(B) the inability of a contractor, under a
6 relevant contract, to carry out the contract by
7 reason of force majeure, as defined by the Sec-
8 retary in the contract;

9 “(C) unavoidable delays in compliance with
10 applicable Federal and tribal laws (as deter-
11 mined by the Secretary), including the National
12 Environmental Policy Act and the Endangered
13 Species Act; or

14 “(D) stoppages in work resulting from the
15 imposition of confiscatory or discriminatory
16 taxes or fees.

17 “(2) NOTICE OF FINDING.—If the Secretary ex-
18 tends a deadline under paragraph (1), the Secretary
19 shall issue a notice and shall—

20 “(A) include an estimate of the additional
21 period of time needed to complete the project
22 that is the subject of the extension; and

23 “(B) specify a deadline that provides for a
24 period not longer than the period described in
25 subparagraph (A).

1 “(e) AUTHORITY OF THE SECRETARY.—To carry out
2 this title, after giving reasonable notice, the Secretary is
3 authorized to enter upon, construct works on, and take
4 such other actions as are related to the entry or construc-
5 tion on lands within the San Xavier District and the
6 Schuk Toak District of the Nation, except that the Sec-
7 retary shall comply with all otherwise applicable laws of
8 the Nation (including local laws of the San Xavier District
9 and the Schuk Toak District) and the United States.
10 Nothing in this subsection shall be construed to prevent
11 the United States or any Federal official, agent, employee
12 or contractor from conducting official Federal business or
13 duties, including obligations under this title within the
14 eastern Schuk Toak District and the San Xavier District.

15 “(f) PAYMENTS TO THE SAN XAVIER DISTRICT.—

16 “(1) CONSTRUCTION OF IRRIGATION SYS-
17 TEM.—Pursuant to section 303(a)(1)(B) (as in ef-
18 fect on the day before the date of enactment of the
19 Arizona Water Settlement Act of 2000), the Sec-
20 retary shall provide for the design and construction,
21 within the San Xavier Indian Reservation, of an irri-
22 gation system which includes additional canals,
23 laterals, farm ditches, and irrigation works as are
24 necessary for the efficient distribution for agricul-
25 tural purposes of that portion of the 27,000 acre-

1 feet of water not required for the irrigation system
 2 described in paragraphs (1)(A) and (2)(A) of section
 3 303(c) (as in effect on the day before the date of en-
 4 actment of the Arizona Water Settlement Act of
 5 2000).

6 “(2) PAYMENT IN LIEU OF OBLIGATION.—The
 7 Secretary of the Treasury shall, not later than 1
 8 year after the end of the fiscal year that includes the
 9 effective date described in section 317, pay to the
 10 San Xavier District \$18,300,000 in lieu of the
 11 United States fulfilling its obligations to construct
 12 ‘such additional canals, laterals, farm ditches and ir-
 13 rigation works as are necessary for the efficient dis-
 14 tribution for agricultural purposes of the water re-
 15 ferred to in subparagraph (A)’ as required by sec-
 16 tion 303(a)(1)(B) (as in effect on the day before the
 17 date of enactment of the Arizona Water Settlement
 18 Act of 2000).

19 “(g) USE OF FUNDS.—

20 “(1) IN GENERAL.—With respect to funds re-
 21 ceived under subsection (f), the San Xavier
 22 District—

23 “(A) shall hold such funds in trust and in-
 24 vest such funds in interest-bearing deposits and
 25 securities until expended;

1 “(B) may expend the principal of such
2 funds, and the interest and dividends accruing
3 thereon, only pursuant to a budget authorized
4 by the San Xavier District Council and ap-
5 proved by resolution of the Nation’s Legislative
6 Council; and

7 “(C) expend such funds—

8 “(i) for the subjugation of land, devel-
9 opment of water resources, and the con-
10 struction, operation, maintenance, and re-
11 placement of the facilities within the San
12 Xavier Indian Reservation that are not the
13 obligation of the United States under this
14 title or under any other provision of law;

15 “(ii) to provide governmental services,
16 including senior citizen programs, health
17 care, education, economic development
18 loans and assistance, and legal assistance
19 programs;

20 “(iii) to provide benefits to the
21 allottees;

22 “(iv) to fund activities of the San Xa-
23 vier Allottees Association; and

24 “(v) to pay any administrative costs
25 incurred by the Nation or the San Xavier

1 District in conjunction with any of the ac-
 2 tivities described in clauses (i) through
 3 (iv).

4 “(2) NO LIABILITY OF SECRETARY; LIMITA-
 5 TION.—The Secretary shall not be responsible for
 6 the review, approval or audit of the use and expendi-
 7 ture of the funds referred to in this subsection and
 8 subsection (f), nor shall the Secretary be subject to
 9 liability for any claim or cause of action arising from
 10 the Nation’s or the San Xavier District’s use and ex-
 11 penditure of such funds. No portion of such funds
 12 shall be used for per capita payments to any mem-
 13 bers of the Nation or allottees.

14 **“SEC. 305. DELIVERIES UNDER EXISTING CONTRACT; AL-**
 15 **TERNATIVE WATER SUPPLIES.**

16 “(a) AMENDMENT OF AGREEMENTS.—The Secretary
 17 and the Nation shall make such amendments to the agree-
 18 ment of December 11, 1980, and the agreement of Octo-
 19 ber 11, 1983, as are necessary to carry out this title.

20 “(b) DELIVERY OF WATER.—

21 “(1) IN GENERAL.—The Secretary shall deliver
 22 water from the main project works of the Central
 23 Arizona Project, in such amounts, and according to
 24 such terms and conditions, as are set forth in the
 25 Agreement of December 11, 1980, and the Agree-

ment of October 11, 1983 (including any amendments made to the agreements pursuant to subsection (a)), to any or all of the following:

“(A) The San Xavier Cooperative Farm.

“(B) The eastern Schuk Toak District.

“(C) Turnouts existing on the date of enactment of the Arizona Water Settlement Act of 2000, as specified in writing by the Nation.

“(D) Any other point or points of delivery on the Central Arizona Project main aqueduct agreed to by the Secretary and the Nation.

“(2) DELIVERY.—The Secretary shall deliver the water specified in section 304(a) and section 306, or an equivalent quantity from the source identified in subsection (c), notwithstanding—

“(A) a declaration by the Secretary of a water shortage on the Colorado River; or

“(B) any other occurrence affecting water delivery caused by an act or omission of the Secretary, the United States, or any of their employees, officials, contractors or agents.

“(c) ACQUISITION OF LAND AND WATER.—

“(1) IN GENERAL.—If the Secretary, pursuant to the terms and conditions of the agreements referred to in subsection (b)(1), is unable, during any

1 year, to deliver from the main project works of the
2 Central Arizona Project any portion of the full
3 amount of water specified in paragraphs (1) and (2)
4 of section 304(a) and section 306, the Secretary
5 shall acquire and deliver an equivalent quantity of
6 water from any source, except that the Secretary
7 shall not acquire any water in a transaction which
8 would cause depletion of ground water supplies or
9 aquifers in the San Xavier District or the eastern
10 Schuk Toak District. The Secretary may acquire
11 private lands or interests therein having rights in
12 surface or ground water recognized under State law,
13 that are necessary for the acquisition and delivery of
14 water under this subsection.

15 “(2) PROHIBITION ON TAKING.—The Secretary
16 may not acquire any land, water, water rights, or
17 contract rights under paragraph (1) without the con-
18 sent of the owner.

19 “(3) PREFERENCE.—In acquiring any private
20 lands, the Secretary shall give preference to the ac-
21 quisition of lands upon which water has been put to
22 beneficial use during any 1-year period during the 5-
23 year period preceding the date of acquisition of the
24 water.

1 “(4) DELIVERIES FROM ACQUIRED LANDS.—

2 Deliveries of water from lands described in para-
3 graph (1) shall be made only to the extent such
4 water may be transported within the Tucson man-
5 agement area pursuant to applicable law.

6 “(5) DELIVERY OF EFFLUENT.—Except upon
7 the prior written consent of the Nation, the Sec-
8 retary shall not directly deliver effluent to the Na-
9 tion under this subsection. The Secretary shall not
10 construct a separate delivery system to deliver efflu-
11 ent to the San Xavier Indian Reservation or the
12 eastern Schuk Toak District. Nothing in this para-
13 graph shall be construed as imposing an obligation
14 on the United States to deliver effluent to the Na-
15 tion.

16 “(d) AGREEMENTS AND CONTRACTS.—To facilitate
17 the delivery of water to the San Xavier Indian Reservation
18 and the eastern Schuk Toak District under this title, the
19 Secretary may enter into a contract or agreement with the
20 State of Arizona or any political subdivision of the State,
21 an irrigation district or project, or an authority, corpora-
22 tion, partnership, individual, or other legal entity—

23 “(1) for—

24 “(A) the exchange of water; or

1 “(B) the use of aqueducts, canals, con-
 2 duits, and other facilities for water delivery, in-
 3 cluding pumping plants; or

4 “(2) to use facilities constructed in whole or in
 5 part with Federal funds.

6 “(e) DAMAGES AND DISBURSEMENTS.—

7 “(1) DAMAGES.—If the Secretary is unable to
 8 acquire and deliver sufficient quantities of water
 9 that are adequate to fulfill the obligations of the
 10 Secretary under paragraphs (1) and (2) of section
 11 304(a), this section, or section 306, the Secretary
 12 shall pay damages in amounts equal to—

13 “(A)(i) the value of such quantities of
 14 water as are not acquired and delivered where
 15 the delivery and distribution system for, and
 16 the improvements to, the existing irrigation sys-
 17 tem for the cooperative farm have not been
 18 completed by the deadline described in section
 19 304(c)(1)(A); or

20 “(ii) the value of such quantities of water
 21 ordered by the Nation for use by the coopera-
 22 tive association in the existing irrigation system
 23 and not delivered in any calendar year;

24 “(B)(i) the value of such quantities of
 25 water as are not acquired and delivered where

1 the extension of the existing irrigation system is
 2 not completed by the deadline described in sec-
 3 tion 304(c)(2)(A); or

4 “(ii) the value of such quantities of water
 5 ordered by the Nation for use by the coopera-
 6 tive association in the extension to the existing
 7 irrigation system and not delivered in any cal-
 8 endar year; and

9 “(C)(i) the value of such quantities of
 10 water as are not acquired and delivered where
 11 the irrigation system is not completed by the
 12 deadline described in section 304(c)(3); or

13 “(ii) except as provided in clause (i), the
 14 value of such quantities of water ordered by the
 15 Nation for use in such irrigation system or for
 16 use by any person or entity, other than the co-
 17 operative association, and not delivered in any
 18 calendar year;

19 “(2) DISBURSEMENT.—The damages payable
 20 pursuant to paragraph (1) shall be disbursed as fol-
 21 lows:

22 “(A) With respect to damages payable
 23 under subparagraphs (A) and (B) of such para-
 24 graph, to the cooperative association.

1 “(B) With respect to damages payable
 2 under subparagraph (C) of such paragraph, to
 3 the Nation for retention by the Nation or dis-
 4 bursement to water users, pursuant to the pro-
 5 visions of the Nation’s water code or other ap-
 6 plicable laws of the Nation.

7 “(f) STATUTORY CONSTRUCTION.—Nothing in this
 8 section shall be construed to authorize the Secretary to
 9 acquire or disturb the water rights of any Indian tribe,
 10 band, group, or community.

11 “(g) AUTHORIZATION OF APPROPRIATIONS.—

12 “(1) IN GENERAL.—There are authorized to be
 13 appropriated, in addition to any other amounts au-
 14 thorized to be appropriated under this title, an
 15 amount equal to the portion of the total costs of
 16 phase B of the Tucson Aqueduct of the Central Ari-
 17 zona Project that the Secretary determines to be
 18 properly allocable to the construction of facilities for
 19 the delivery of water to Indian lands under this title.

20 “(2) AUTHORITY FOR CASH OUT PAYMENTS.—

21 There is authorized to be appropriated, \$18,300,000
 22 to make the payment required in section 304(f).

23 “(3) ADDITIONAL AUTHORIZATION.—There is
 24 authorized to be appropriated, not to exceed
 25 \$3,500,000 to be used for those features of the irri-

1 gation systems described in paragraphs (1) through
 2 (3) of section 304(c) that are not authorized to be
 3 constructed under any other provision of law. The
 4 amount described in the preceding sentence may be
 5 adjusted to account for ordinary fluctuations in the
 6 costs of construction from October 12, 1982, as indi-
 7 cated by engineering cost indices applicable to the
 8 type of construction involved.

9 **“SEC. 306. ADDITIONAL WATER DELIVERY.**

10 “(a) IN GENERAL.—In addition to the delivery of
 11 water described in section 304(a), the Secretary shall de-
 12 liver, on an annual basis, from the main project works of
 13 the Central Arizona Project, a total of 28,200 acre feet
 14 of water suitable for agricultural use, of which—

15 “(1) 23,000 acre feet shall be deliverable for
 16 use to the San Xavier Indian Reservation or shall
 17 otherwise be used in accordance with section 310;
 18 and

19 “(2) 5,200 acre feet shall be deliverable for use
 20 to the eastern Schuk Toak District or shall other-
 21 wise be used in accordance with section 310.

22 “(b) FIRING OF SECTION 305 WATER.—

23 “(1) IN GENERAL.—The source of water to
 24 meet the obligation described in subsection (a) shall
 25 be Central Arizona Project Non-Indian Agricultural

1 (referred to in this section as ‘NIA’) priority water.
 2 The Secretary is authorized and directed to firm
 3 such NIA priority water against the potential of fu-
 4 ture shortages within the Central Arizona Project
 5 system to a priority equal to Central Arizona Project
 6 Municipal and Industrial priority water for a 100-
 7 year period. Reclaimed water available to the Sec-
 8 retary from the city of Tucson agreement of October
 9 11, 1983, may be used for such firming obligation.

10 “(2) DEFINITIONS.—In this section:

11 “(A) M&I PRIORITY WATER.—The term
 12 ‘M&I priority water’ means Central Arizona
 13 Project water having a municipal and industrial
 14 delivery priority under the Central Arizona
 15 Project Master Repayment Contract.

16 “(B) NIA PRIORITY WATER.—The term
 17 ‘NIA priority water’ means Central Arizona
 18 Project water having a non-Indian agricultural
 19 delivery priority under the Central Arizona
 20 Project Master Repayment Contract.

21 “(c) STATE CONTRIBUTION.—To assist the Secretary
 22 in meeting the firming obligation under subsection (b), the
 23 State of Arizona shall contribute not to exceed
 24 \$3,000,000, on a mutually acceptable schedule of funding
 25 or services through the Arizona Water Banking Authority,

1 for firming the NIA priority water to a priority equal to
 2 Central Arizona Project M&I priority water for a 100 year
 3 period.

4 **“SEC. 307. CONDITIONS ON CONSTRUCTION, WATER DELIV-**
 5 **ERY, REVENUE SHARING.**

6 “(a) CONDITIONS TO SECRETARY’S ACTIONS.—The
 7 Secretary shall carry out the obligations under paragraphs
 8 (1), (2) and (3) of section 304(c), subsections (b), (c) and
 9 (e) of section 305, and section 306 only if—

10 “(1) the Nation agrees—

11 “(A) except as provided in section 308, to
 12 limit the quantity of ground water withdrawn
 13 by nonexempt wells from beneath the San Xa-
 14 vier Indian Reservation to not more than
 15 10,000 acre-feet per year;

16 “(B) except as provided in section 308, to
 17 limit the quantity of ground water withdrawn
 18 by nonexempt wells from beneath the eastern
 19 Schuk Toak District to not more than 3,200
 20 acre-feet per year;

21 “(C) to comply with the Water Manage-
 22 ment Plan established by the Secretary under
 23 section 308;

24 “(D) to consent to the San Xavier District
 25 being deemed a ‘tribal organization’ as defined

1 in section 900.6 of title 25, Code of Federal
2 Regulations, (or any subsequent similar regula-
3 tion) pursuant to section 900.8(d) of such title,
4 and subject to compliance with other applicable
5 provisions of part 900 of title 25, Code of Fed-
6 eral Regulations, (or any subsequent similar
7 regulation) to consent to contracting by the San
8 Xavier District under section 313(b), on the
9 condition that—

10 “(i) the plaintiffs in United States v.
11 Tucson, Alvarez v. Tucson and Adams v.
12 United States have stipulated to the dis-
13 missal, with prejudice, of claims in such
14 lawsuits (other than the claims in Alvarez
15 v. Tucson that are preserved under section
16 315(d)) and those lawsuits have been fi-
17 nally dismissed with prejudice;

18 “(ii) the San Xavier Cooperative Asso-
19 ciation has agreed to assume responsibility,
20 following the completion of each of the irri-
21 gation systems described in paragraphs (1)
22 and (2) of section 303(c) and upon the de-
23 livery of water through such system, for
24 the operation, maintenance and replace-
25 ment of such system in accordance with

1 the first section of the Act of August 1,
2 1914 (25 U.S.C. 385); and

3 “(iii) with respect to the consent of
4 the Nation to such contracting—

5 “(I) such consent is limited solely
6 to contracts for—

7 “(aa) the design and con-
8 struction of the delivery and dis-
9 tribution system and the rehabili-
10 tation of the existing irrigation
11 system for the Cooperative Farm,
12 the extension of the irrigation
13 system for the Cooperative Farm,
14 and the subjugation of lands to
15 be served by such systems;

16 “(bb) the design and con-
17 struction of storage facilities sole-
18 ly for water deliverable for use
19 within the San Xavier Indian
20 Reservation; and

21 “(cc) the completion of a
22 water resources study of the San
23 Xavier Indian Reservation and
24 the preparation of a Water Man-
25 agement Plan under section 308;

1 “(II) the Nation shall reserves
2 the right to seek retrocession, or re-
3 assumption of any such contract and
4 recontracting with the Nation pursu-
5 ant to subpart P and other applicable
6 provisions of part 900 of title 25,
7 Code of Federal Regulations (or any
8 subsequent similar regulations);

9 “(III) the Nation, upon giving
10 such consent, shall be released from
11 any responsibility, liability, claim, or
12 cost from and after the date of such
13 consent, with respect to past action or
14 inaction by the Nation, and subse-
15 quent action or inaction by the San
16 Xavier District relating to the design
17 and construction of irrigation systems
18 for the Cooperative Farm or the Cen-
19 tral Arizona Project Link Pipeline;
20 and

21 “(IV) the Secretary shall, upon
22 the request of the Nation, execute a
23 waiver and release that conforms to
24 the requirements of subparagraph
25 (E);

1 “(E) to subjugate, at no cost to the United
2 States, the lands for which the irrigation sys-
3 tems under paragraphs (2) and (3) of section
4 303(c) will be planned, designed, and con-
5 structed by the Secretary, on the condition
6 that—

7 “(i) the obligation of the Nation to
8 subjugate the lands in the Cooperative
9 Farm that are to be served by the exten-
10 sion of the existing irrigation system pur-
11 suant to section 303(c)(2) shall be deter-
12 mined by the Secretary, in consultation
13 with the Nation and the San Xavier Coop-
14 erative Association; and

15 “(ii) subject to approval by the Sec-
16 retary of a contract with the San Xavier
17 District pursuant to section 313(b) to per-
18 form such subjugation, a determination by
19 the Secretary of the subjugation costs pur-
20 suant to clause (i) and notice by the San
21 Xavier District to the Nation not less than
22 180 days prior to the date the District
23 Council certifies by resolution that the sub-
24 jugation is scheduled to commence, the
25 Nation shall pay to the San Xavier District

1 from the section 311 trust fund, or from
 2 other sources of funds held by the Nation,
 3 the amount determined by the Secretary
 4 pursuant to clause (i), not less than 90
 5 days prior to the date the subjugation is
 6 scheduled to commence; and

7 “(F) subject to pre-existing rights and sec-
 8 tion 7 of the Act of February 8, 1887 (25
 9 U.S.C. 381), this title, other applicable laws of
 10 the United States, the Water Management Plan
 11 developed under section 308, the Nation’s water
 12 code and other applicable laws of the Nation,
 13 that the Nation—

14 “(i) shall—

15 “(I) allocate as a first right of
 16 beneficial consumptive use by
 17 allottees, the San Xavier District and
 18 other persons within the San Xavier
 19 Indian Reservation—

20 “(aa) 35,000 acre-feet of the
 21 50,000 acre-feet of water deliver-
 22 able under sections 304(a)(1)
 23 and 306(a)(1), including the use
 24 of such allocation to fulfill the
 25 obligations prescribed in the

1 ASARCO Agreement referred to
2 in section 310(l)(2) and for
3 ground water storage, mainte-
4 nance of instream flows and
5 maintenance of riparian vegeta-
6 tion and habitat;

7 “(bb) the 10,000 acre-feet of
8 ground water identified in section
9 307(a)(1)(A);

10 “(cc) the ground water with-
11 drawn from exempt wells;

12 “(dd) the deferred pumping
13 storage credits identified in sec-
14 tion 308(e); and

15 “(ee) the direct and indirect
16 storage credits respectively iden-
17 tified in subsections (d) and (g)
18 of section 308 which cannot be
19 lawfully transferred or otherwise
20 disposed of to persons for recov-
21 ery outside the territorial juris-
22 diction of the Nation; and

23 “(II) have the right to—

24 “(aa) use, or authorize other
25 persons or entities to use, any

1 portion of the allocation of
2 35,000 acre-feet of water deliver-
3 able under sections 304(a)(1)
4 and 306(a)(1) outside the San
5 Xavier Indian Reservation for the
6 period or periods during which
7 there is no identified actual use
8 of the water within such Reserva-
9 tion;

10 “(bb) as a first right of use,
11 use the remaining 15,000 acre-
12 feet of water deliverable under
13 section 304(a)(1) and 306(a)(1)
14 for any purpose and duration
15 within or outside the territorial
16 jurisdiction of the Nation author-
17 ized by this title; and

18 “(cc) subject to the limita-
19 tions in subsections (c)(2)(F) and
20 (d)(4) of section 308, as an ex-
21 clusive right, transfer or other-
22 wise dispose of the direct and in-
23 direct storage credits which may
24 be lawfully transferred or other-
25 wise disposed of to persons for

1 recovery outside the territorial
2 jurisdiction of the Nation;

3 “(ii) shall issue permits to persons or
4 entities for use of the water resources re-
5 ferred to in clause (i);

6 “(iii) shall, upon timely receipt of
7 water orders by a permittee under a permit
8 for Central Arizona Project water referred
9 to in clause (i), transmit such orders to the
10 United States or operating agency for the
11 Central Arizona Project;

12 “(iv) shall issue permits for water de-
13 liverable under sections 304(a)(2) and
14 306(a)(2), including quantities of water
15 reasonably necessary for the irrigation sys-
16 tem referred to in section 304(c)(3);

17 “(v) shall issue permits for ground
18 water withdrawable from non-exempt wells
19 in the eastern Schuk Toak District; and

20 “(vi) shall, upon timely receipt of
21 water orders by a permittee under a permit
22 for water referred to in clause (iv), trans-
23 mit such orders to the United States or op-
24 erating agency for the Central Arizona
25 Project; and

1 “(2) the plaintiffs in United States v. Tucson,
 2 Alvarez v. Tucson and Adams v. United States have
 3 stipulated to the dismissal, with prejudice, of claims
 4 in such lawsuits (other than the claims in Alvarez v.
 5 Tucson preserved under section 315(d)) and those
 6 lawsuits have been dismissed with prejudice.

7 “(b) RESPONSIBILITIES UPON COMPLETION.—Upon
 8 completion of an irrigation system described in paragraphs
 9 (1) or (2) of section 303(c), the United States and the
 10 Nation shall not be responsible for the operation, mainte-
 11 nance, or replacement of the system.

12 **“SEC. 308. WATER CODE; WATER MANAGEMENT PLAN;
 13 STORAGE PROJECTS; STORAGE ACCOUNTS;
 14 GROUND WATER.**

15 “(a) IN GENERAL.—Certain water rights recognized
 16 as owned by the Nation under this title shall be subject
 17 to the provisions of section 7 of the Act of February 8,
 18 1887 (25 U.S.C. 381) relating to allottee water rights.
 19 Such water rights are the rights described in section
 20 307(a)(1)(F)(i), excluding the rights of the Nation identi-
 21 fied in section 307(a)(1)(F)(i)(II).

22 “(b) WATER CODE.—Subject to the provisions of this
 23 title and any other applicable law, the Nation shall—

1 “(1) manage, regulate, and control the water
2 resources of the Nation including the water re-
3 sources granted to the Nation under this title;

4 “(2) establish permit requirements, regulations,
5 conditions, and limitations on the storage, recovery,
6 and use of surface water and ground water; and

7 “(3) enact and maintain—

8 “(A) not later than 3 years after the effec-
9 tive date described in section 317, a comprehen-
10 sive water code pertaining to those water re-
11 sources which the Nation or the United States
12 owns or holds for the benefit of the lands within
13 the territorial jurisdiction of the Nation, the In-
14 dians residing thereon with respect to those
15 lands, the members of the Nation, or any allot-
16 tee; and

17 “(B) an Interim Allottee Water Rights
18 Code that—

19 “(i) designates, pursuant to sub-
20 section (a), those water rights recognized
21 as owned by the Nation under this title
22 and subject to section 7 of the Act of Feb-
23 ruary 8, 1887 (25 U.S.C. 381);

24 “(ii) prescribes the other rights of
25 allottees identified in paragraph (4); and

1 “(iii) provides that such code shall be
2 incorporated in the comprehensive water
3 code referred to in subparagraph (A) and
4 in a form substantially the same as that
5 attached to the settlement agreement;

6 “(4) include in the water code—

7 “(A) an acknowledgement of the rights set
8 forth in subsection (a);

9 “(B) a process by which a just and equi-
10 table distribution of the water resources re-
11 ferred to in subsection (a) and damages pursu-
12 ant to section 305(e) shall be provided to
13 allottees;

14 “(C) a process by which an allottee may
15 request and receive a permit for use of the
16 water resources referred to in subsection (a)
17 which are subject to a first right of beneficial
18 consumptive use or are otherwise available
19 under section 307(a)(1)(F)(i)(ii)(bb), subject to
20 the Nation’s first right of use;

21 “(D) due process protection of members of
22 the Nation and allottees, that include—

23 “(i) a fair procedure for the consider-
24 ation and determination of any request
25 by—

1 “(I) a member of the Nation for
2 a permit for use of available water re-
3 sources granted or confirmed by this
4 title; and

5 “(II) an allottee for a permit for
6 use of the water resources identified
7 in section 307(a)(1)(F)(i) and subject
8 to a first right of beneficial consump-
9 tive use or for a permit for use of
10 available water resources identified in
11 section 307(a)(1)(F)(i)(II)(bb), sub-
12 ject to the Nation’s first right of use;

13 “(ii) an appeal and adjudication of de-
14 nied or disputed permits and for resolution
15 of contested administrative decisions; and

16 “(iii) a waiver by the Nation of its im-
17 munity only as to proceedings described in
18 clause (ii) for claims of declaratory and in-
19 junctive relief; and

20 “(E) a process for satisfying any entitle-
21 ment to the water resources referred to in sub-
22 paragraph (C) for which a fee owner of allotted
23 land has received a final determination under
24 applicable law; and

1 “(5) submit the water code to the Secretary
2 solely for ratification and approval of the provisions
3 of the water code which implement, as to the
4 allottees, the standards described in paragraph (4).
5 The Secretary shall issue a written ratification and ap-
6 proval of the water code or provide a written notification
7 to the Nation identifying each instance in which the water
8 code does not satisfactorily conform to the standards de-
9 scribed in paragraph (4) and setting forth specific correc-
10 tive language for each asserted deficiency. In the event
11 that the Secretary provides written notification of the need
12 to correct the water code to comply with the standards
13 described in paragraph (4), the Nation shall amend the
14 water code consistent with the Secretary’s recommenda-
15 tions. Until such time as the Nation amends the water
16 code consistent with the Secretary’s recommendations and
17 the Secretary, thereafter, ratifies and approves the water
18 code, the Secretary shall have the right to exercise any
19 lawful authority conferred in section 7 of the Act of Feb-
20 ruary 8, 1887 (25 U.S.C. 381). Except as provided in this
21 subsection, nothing in this title shall be construed as re-
22 quiring the approval by the Secretary of the Nation’s
23 water code or any amendment thereto.

24 “(c) WATER MANAGEMENT PLANS.—The Secretary
25 shall establish water management plans for the San Xa-

1 vier Indian Reservation and the eastern Schuk Toak Dis-
2 trict (referred to in this section as the ‘Plans’). The Plans
3 shall—

4 “(1) be developed under contracts for the San
5 Xavier Indian Reservation in an amount not to ex-
6 ceed \$891,200 and the eastern Schuk Toak District
7 in an amount not to exceed \$237,200 that the Sec-
8 retary shall enter into with the Nation pursuant to
9 subsection 313(a);

10 “(2) at a minimum, provide in the Plans—

11 “(A) for the measurement of all ground
12 water withdrawals, including withdrawals from
13 each well that is not an exempt well under
14 paragraph 303(14);

15 “(B) for reasonable recordkeeping of water
16 use, including the quantities of water stored un-
17 derground and recovered each calendar year,
18 and a system for the reporting of withdrawals
19 from each well that is not an exempt well;

20 “(C) for the direct storage, indirect storage
21 and deferred storage of water, including the im-
22 plementation of underground storage and recov-
23 ery projects, as provided for under this section;

24 “(D) for the annual exchange of informa-
25 tion collected pursuant to subparagraphs (A)

1 through (C) with the Arizona Department of
 2 Water Resources and the city of Tucson, Ari-
 3 zona;

4 “(E) for the efficient use of water and the
 5 prevention of waste;

6 “(F) except upon the approval of the Dis-
 7 trict Council for the District in which a direct
 8 storage project is established under subsection
 9 (d), that no direct storage credits earned in
 10 such project be recovered at locations where the
 11 recovery will adversely affect surface or ground
 12 water supplies or lower the water table any-
 13 where within such District; and

14 “(G) for amendments to the Plans con-
 15 sistent with this title; and

16 “(3) be implemented and maintained by the
 17 Nation, and for which the Secretary shall have no
 18 continuing obligation.

19 “(d) UNDERGROUND STORAGE AND RECOVERY
 20 PROJECTS.—

21 “(1) ESTABLISHMENT.—The Plans shall au-
 22 thorize the establishment and maintenance of one or
 23 more underground storage and recovery projects
 24 within the San Xavier Indian Reservation and the
 25 eastern Schuk Toak District.

1 “(2) DIRECT STORAGE ACCOUNT.—For each
 2 underground storage or recovery project which is es-
 3 tablished under paragraph (1), a direct storage ac-
 4 count shall be maintained to credit the quantities of
 5 water stored underground and to debit the water re-
 6 covered pursuant to the storage credits.

7 “(3) CREDITING AND DEBITING ACCOUNT.—
 8 The Nation, at the end of each calendar year, begin-
 9 ning with the first full calendar year after the effec-
 10 tive date described in section 317, shall—

11 “(A) for each storage project under para-
 12 graph (1), credit the quantity of water stored
 13 underground within the San Xavier Indian Res-
 14 ervation and within the eastern Schuk Toak
 15 District during the year; and

16 “(B) for each recovery project under para-
 17 graph (1), debit the quantity of water recovered
 18 from direct storage during the year.

19 “(4) LIMITATION.—Direct storage credits in di-
 20 rect storage accounts established for an underground
 21 storage and recovery project in the San Xavier In-
 22 dian Reservation shall be recovered under this sub-
 23 section only within the San Xavier Indian Reserva-
 24 tion pursuant to the Water Management Plan devel-
 25 oped for such Reservation pursuant to subsection

1 (c), except that credits which may be lawfully recov-
2 ered or transferred outside the San Xavier Indian
3 Reservation shall be held by the Nation and subject
4 to recovery or transfer pursuant to the Water Man-
5 agement Plan developed for the Reservation or any
6 agreement for the establishment and operation of
7 the underground storage and recovery project from
8 which the credits were earned.

9 “(e) SAN XAVIER DEFERRED PUMPING STORAGE
10 ACCOUNT.—A deferred pumping storage account shall be
11 established to credit the quantities of water stored under-
12 ground in lieu of pumping within the San Xavier Indian
13 Reservation and debit the water recovered pursuant to the
14 deferred pumping storage credits. Such account shall be
15 maintained as follows—

16 “(1) to initiate the account, the Nation shall
17 credit an initial 50,000 acre-feet of water to the ac-
18 count;

19 “(2) beginning with the first full calendar year
20 after the effective date described in section 317, the
21 Nation shall—

22 “(A) if the quantity of ground water with-
23 drawn from all non-exempt wells on the San
24 Xavier Indian Reservation is less than 10,000
25 acre-feet, credit to the account the difference

1 between 10,000 acre-feet and the quantity of
 2 ground water withdrawn that year by all non-
 3 exempt wells; or

4 “(B) if the quantity of ground water with-
 5 drawn from all non-exempt wells on the San
 6 Xavier Indian Reservation is more than 10,000
 7 acre-feet, debit to the account the difference be-
 8 tween the ground water withdrawn from all
 9 non-exempt wells and 10,000 acre-feet.

10 “(f) EASTERN SCHUK TOAK DEFERRED PUMPING
 11 STORAGE ACCOUNT.—A deferred pumping storage ac-
 12 count shall be established to credit the quantities of water
 13 stored underground in lieu of pumping within the eastern
 14 Schuk Toak District and debit the water recovered pursu-
 15 ant to the deferred pumping storage credits. Such account
 16 shall be maintained as follows—

17 “(1) to initiate the account, the Nation shall
 18 credit an initial 16,000 acre-feet of water to the ac-
 19 count;

20 “(2) beginning with the first full calendar year
 21 after the effective date described in section 317, the
 22 Nation shall—

23 “(A) if the quantity of ground water with-
 24 drawn from all non-exempt wells within the
 25 eastern Schuk Toak District is less than 3,200

1 acre-feet, credit to the account the difference
2 between 3,200 acre-feet and the quantity of
3 ground water withdrawn that year by all non-
4 exempt wells; or

5 “(B) if the quantity of ground water with-
6 drawn from all non-exempt wells within the
7 eastern Schuk Toak District is more than 3,200
8 acre-feet, debit to the account the difference be-
9 tween the ground water withdrawn from all
10 non-exempt wells and 3,200 acre-feet.

11 “(g) SAN XAVIER INDIRECT STORAGE ACCOUNT.—
12 An indirect storage account shall be established to credit
13 the quantities of effluent and Central Arizona Project
14 water delivered to a person or entity within the San Xavier
15 Indian Reservation in substitution for an equivalent reduc-
16 tion in the quantity of ground water withdrawn by such
17 person or entity and to debit the water recovered pursuant
18 to the indirect storage credits.

19 “(h) SCHUK TOAK INDIRECT STORAGE ACCOUNT.—
20 An indirect storage account shall be established to credit
21 the quantities of effluent and Central Arizona Project
22 water delivered to a person or entity within the eastern
23 Schuk Toak District in substitution for an equivalent re-
24 duction in the quantity of ground water withdrawn by

1 such person or entity and to debit the water recovered pur-
2 suant to the indirect storage credits.

3 “(i) ADDITIONAL GROUND WATER.—

4 “(1) SAN XAVIER INDIAN RESERVATION.—In
5 addition to the 10,000 acre-feet of ground water
6 that may be pumped annually within the San Xavier
7 Indian Reservation in accordance with the agree-
8 ment that the Nation has entered into with the Sec-
9 retary pursuant to subsection 307(a), the Nation
10 may recover annually within the San Xavier Indian
11 Reservation, all or part of the stored water credits
12 pursuant to subsection (d), deferred pumping stor-
13 age credits pursuant to subsection (e), and indirect
14 storage credits pursuant to subsection (g), except
15 that the quantity of deferred pumping storage cred-
16 its recovered under this paragraph shall not exceed
17 50,000 acre-feet for any 10 year period or 10,000
18 acre-feet in any year.

19 “(2) SCHUK TOAK DISTRICT.—In addition to
20 the 3,200 acre-feet of ground water that the Nation
21 may pump annually within the eastern Schuk Toak
22 District in accordance with the agreement that the
23 Nation has entered into with the Secretary pursuant
24 to subsection 307(a), the Nation may recover annu-
25 ally within the eastern Schuk Toak District, all or

1 part of the stored water credits pursuant to sub-
2 section (d), deferred pumping credits pursuant to
3 subsection (f), and indirect storage credits pursuant
4 to subsection (h), except that the quantity of de-
5 ferred pumping storage credits recovered shall not
6 exceed 16,000 acre-feet for any 10 year period or
7 3,200 acre-feet in any year.

8 “(3) INABILITY TO RECOVER GROUND
9 WATER.—The authorization to recover additional
10 ground water pursuant to paragraphs (1) and (2)
11 and the ability of the Nation to withdraw ground
12 water from beneath the eastern Schuk Toak District
13 lying within the Tucson Management Area in excess
14 of the quantities being withdrawn as of January 1,
15 1981, does not warrant or guaranty that such
16 ground water physically exists or can be recovered.
17 The inability to pump or recover such ground water
18 may not be the basis for any claim by the United
19 States or the Nation against any person or entity
20 withdrawing or using water from any common sup-
21 ply, and the United States and the Nation shall be
22 barred from asserting any and all claims for re-
23 served water rights with respect to any such water.

24 “(4) RULE OF CONSTRUCTION.—Nothing in
25 this subsection shall be construed to establish wheth-

1 er or not there is a reserved right to ground water
2 or whether or not any of the other rights to with-
3 draw and use ground water under this subsection
4 are Federal reserved water rights. Nothing in this
5 section shall be construed to limit the rights that the
6 United States or the Nation would otherwise have
7 under State law.

8 “(j) EXEMPT WELLS.—Exempt wells may be drilled
9 within the San Xavier Indian Reservation and within the
10 eastern Schuk Toak District and ground water withdrawn
11 from such exempt wells shall not be subject to the pump-
12 ing limitations prescribed in this title.

13 “(k) INABILITY TO ACQUIRE AND DELIVER WATER
14 DURING SHORTAGE YEAR.—If, during any shortage year,
15 the Secretary is unable, by reason of an interruption in
16 delivery or any other reason, to acquire and deliver the
17 quantities of water required to fulfill the obligations of the
18 Secretary under sections 304(a) and 306(a), and the Na-
19 tion has no remaining credits in either the indirect storage
20 accounts under subsections (f) or (g) or deferred pumping
21 storage accounts established under subsections (d) or (e),
22 the Nation may, during the shortage year pump an addi-
23 tional quantity of ground water equal to—

24 “(1) with respect to water from the San Xavier
25 Indian Reservation—

1 “(A) the quantity of acre-feet of water de-
 2 livered by the Secretary to the San Xavier In-
 3 dian Reservation in the most recent year that
 4 is not a shortage year; less

5 “(B) the quantity of acre-feet of water de-
 6 livered in the shortage year; and

7 “(2) with respect to water from the eastern
 8 Schuk Toak District—

9 “(A) the quantity of acre-feet of water de-
 10 livered by the Secretary to the eastern Schuk
 11 Toak District in the most recent year that is
 12 not a shortage year; less

13 “(B) the quantity of acre-feet of water de-
 14 livered in the shortage year.

15 “(l) INABILITY TO ACQUIRE AND DELIVER WATER
 16 DURING NONSHORTAGE YEAR.—If, during a year other
 17 than a shortage year, the delivery of water by the Sec-
 18 retary to the San Xavier Indian Reservation or the eastern
 19 Schuk Toak District is interrupted, and the Nation has
 20 no remaining credits in either the direct account of an un-
 21 derground storage and recovery project established under
 22 subsection (c) or a deferred pumping storage account es-
 23 tablished under subsections (d) or (e), the Nation may,
 24 during the period of such interruption, pump an additional
 25 quantity of ground water equivalent to the quantity of

1 water delivered by the Secretary to the San Xavier Indian
 2 Reservation or the eastern Schuk Toak District, respec-
 3 tively, during the same period of time during the most re-
 4 cent preceding nonshortage year.

5 “(m) STATUTORY CONSTRUCTION.—

6 “(1) PAYMENT OF DAMAGES.—Nothing in sub-
 7 section (k) or (l) shall be construed to affect, or re-
 8 lieve the Secretary from, any obligation to pay dam-
 9 ages as provided for in subsection 305(e).

10 “(2) FEDERAL RESERVED RIGHTS.—Nothing in
 11 this title shall be construed to establish the applica-
 12 bility or inapplicability of any doctrine of Federal re-
 13 served rights to ground water.

14 **“SEC. 309. STATUS OF LANDS ACQUIRED IN EXCHANGE FOR**
 15 **LANDS WITHIN THE GILA BEND INDIAN RES-**
 16 **ERVATION.**

17 “(a) IN GENERAL.—Lands acquired to replace lands
 18 within the Gila Bend Indian Reservation that are rendered
 19 unsuitable for agriculture by reason of the operation of
 20 the Painted Rock Dam and lands taken into trust pursu-
 21 ant to section 308(c) (as in effect on the day before the
 22 date of enactment of the Arizona Water Settlement Act
 23 of 2000) shall be deemed to have been reserved as of the
 24 date of the reservation of the lands which they replace.

1 “(b) PART OF RESERVATION.—The lands exchanged
 2 under this title shall be held in trust for the Nation and
 3 shall be part of the Gila Bend Reservation for all pur-
 4 poses. Such lands shall be deemed to have been reserved
 5 as of the date of the reservation of the lands for which
 6 they are exchanged.

7 **“SEC. 310. USES OF WATER.**

8 “(a) PERMISSIBLE USES.—

9 “(1) IN GENERAL.—Any use of water referred
 10 to in this section or other provisions of this title
 11 shall be subject to the limitations imposed herein or
 12 by other applicable law.

13 “(2) SPECIFIC USES.—The Nation shall have
 14 the right to devote all water supplies granted or con-
 15 firmed to the Nation under this title, whether deliv-
 16 ered by the Secretary or pumped by the Nation, to
 17 any use, including any agricultural, municipal, do-
 18 mestic, industrial, commercial, mining, underground
 19 storage, instream flows, maintenance of riparian
 20 habitat or recreational use.

21 “(b) USE AREA.—

22 “(1) USE WITHIN RESERVATION.—Subject only
 23 to the limitations contained in subsection (d), the
 24 Nation may use the water supplies acquired pursu-
 25 ant to sections 304(a) and 306(a), ground water

1 supplies, and direct, indirect and deferred pumping
2 storage credits acquired under sections 307 and 308
3 anywhere within the Nation’s territorial jurisdiction.

4 “(2) USE OUTSIDE RESERVATION.—

5 “(A) IN GENERAL.—Water received by the
6 Nation pursuant to this title may only be sold,
7 leased, transferred, or used outside of the Na-
8 tion’s territorial jurisdiction, as authorized by
9 this title.

10 “(B) USE WITHIN CERTAIN AREA.—Sub-
11 ject only to the limitations contained in sub-
12 section (c), the Nation may use the water sup-
13 plies acquired pursuant to sections 304(a) and
14 306(a) within the Central Arizona Project Serv-
15 ice Area.

16 “(C) COMPLIANCE WITH LAWS.—The Na-
17 tion may use the ground water supplies and di-
18 rect storage credits and the indirect storage
19 credits acquired under section 308 anywhere
20 outside of the Nation’s territorial jurisdiction
21 and within the State of Arizona, subject to
22 compliance with applicable State laws.

23 “(D) LIMITATION.—None of the water
24 supplies acquired pursuant to sections 304(a)
25 and 306(a) shall be leased, exchanged, forborne

1 or otherwise transferred in any way by the Na-
 2 tion for use directly or indirectly outside of the
 3 State of Arizona. Nothing in this title shall be
 4 construed as a limitation on the Nation's ability
 5 to enter into any agreement with the Arizona
 6 Water Banking Authority, or its successor
 7 agency or entity, in accordance with State law.

8 “(c) EXCHANGES AND LEASES; CONDITIONS ON EX-
 9 CHANGES AND LEASES; RIGHT OF FIRST REFUSAL.—

10 “(1) IN GENERAL.—The Nation may, for a
 11 term of not to exceed 100 years, assign, exchange,
 12 lease, provide an option to lease, or temporarily dis-
 13 pose of water to which the Nation is entitled to
 14 under sections 304(a) and 306(a) and direct and in-
 15 direct storage credits acquired under sections 307
 16 and 308 to users outside the Nation's territorial ju-
 17 risdiction if such assignment, exchange, lease, op-
 18 tion, or disposal is in accordance with this sub-
 19 section.

20 “(2) LIMITATION ON ALIENATION.—The Nation
 21 may not permanently alienate any water rights
 22 under paragraph (1).

23 “(3) AUTHORIZED USES.—The water described
 24 in paragraph (1) shall be delivered within the Cen-

1 tral Arizona Project Service Area for any use au-
2 thorized under applicable laws governing the user.

3 “(4) CONTRACT.—The transaction with respect
4 to water described in paragraph (1) shall be made
5 pursuant to a contract that the Nation has accepted
6 and ratified pursuant to a resolution of the Nation’s
7 Legislative Council, and shall be approved by the
8 Secretary as trustee of the Nation.

9 “(5) ACTIONS.—The contract referred to in
10 paragraph (4) shall specifically provide that an ac-
11 tion may be maintained by the contracting party
12 against the United States and the Secretary for a
13 breach of the contract by the United States or Sec-
14 retary.

15 “(6) TERMS EXCEEDING 25 YEARS.—

16 “(A) OFFERS.—In the event that the Na-
17 tion offers a contract under paragraph (4) with
18 a term of more than 25 years, the Nation shall
19 agree to initially make such offer to users with-
20 in the Tucson Management Area.

21 “(B) ARBITRATION.—In the event that a
22 party proposes to enter into a contract de-
23 scribed in subparagraph (A) for use of the
24 water within the Tucson Management Area, but
25 the Nation and the proposing party cannot

1 agree on the consideration to be paid by the
2 proposing party for such contract, the issue of
3 consideration may be submitted by the Nation
4 or the proposing party to the American Arbitra-
5 tion Association for arbitration by a panel of 3
6 arbitrators, with any such arbitration pro-
7 ceeding to be conducted in accordance with the
8 Commercial Arbitration Rules of the Associa-
9 tion and pursuant to the following:

10 “(i) In resolving the controversy over
11 consideration, the arbitrators shall take
12 into account the consideration given and
13 accepted in other contracts for the sale, as-
14 signment, lease or option to lease of water
15 of comparable reliability for comparable
16 terms and with comparable contract provi-
17 sions in the State of Arizona.

18 “(ii) The final decision or award re-
19 sulting from such arbitration shall be advi-
20 sory, and shall not be binding or enforce-
21 able against either party. Except with re-
22 spect to the United States, the arbitrators’
23 assessment of costs against the parties
24 shall be binding and enforceable.

1 “(7) USE OUTSIDE TUCSON MANAGEMENT
2 AREA.—In the event that the Nation receives no pro-
3 posal for the use of the water within the Tucson
4 Management Area under paragraph (6), or the Na-
5 tion and a proposing party are unable to reach
6 agreement after advisory arbitration under such
7 paragraph, the Nation’s offer may be extended for
8 use of the water outside the Tucson Management
9 Area, subject to the provisions of paragraph (8).

10 “(8) RIGHT OF FIRST REFUSAL.—

11 “(A) SUBMISSION OF INFORMATION.—On
12 or before the 180th day prior to the Trans-
13 action Date on which the Nation desires to
14 enter into a transaction under paragraph (4)
15 with an entity intending to use the water ac-
16 quired pursuant to sections 304(a) and 306(a)
17 and direct and indirect storage credits acquired
18 under sections 307 and 308 outside of the Na-
19 tion’s territorial jurisdiction and the Tucson
20 Management Area, the Nation shall submit to
21 the Secretary, the President of the Central Ari-
22 zona Water Conservation District, and the Di-
23 rector of the Arizona Department of Water Re-
24 sources, the proposed transaction and all re-
25 lated exhibits and agreements.

1 “(B) NOTICE.—On or before the 150th
2 day prior to the Transaction Date, the Nation,
3 or the Director under agreement with the Na-
4 tion, shall provide notice of the proposed trans-
5 action involved by mail to all current Central
6 Arizona Project contractors and subcontractors
7 in the Tucson Management Area, municipal
8 providers that have member service areas in the
9 Central Arizona Groundwater Replenishment
10 District within the Tucson Management Area,
11 and by publication in a newspaper of general
12 circulation in the city of Tucson, Arizona, once
13 a week for two consecutive weeks.

14 “(C) COUNTEROFFERS.—

15 “(i) IN GENERAL.—On or before the
16 90th day prior to the Transaction Date,
17 any qualified entity may submit a
18 counteroffer to the Nation with a copy to
19 the Director. If the Nation does not receive
20 any counteroffers from a qualified entity, it
21 may submit the original transaction offer
22 for approval under paragraph (4).

23 “(ii) DEFINITION.—In clause (i), the
24 term ‘qualified entity’ means any current
25 Central Arizona Project contractor or sub-

1 contractor within the Tucson Management
2 Area, any municipal provider that has a
3 member service area in the Central Ari-
4 zona Groundwater Replenishment District
5 within the Tucson Management Area, the
6 Arizona Water Banking Authority so long
7 as it agrees to store the water within the
8 Tucson Management Area, or any other
9 entity that agrees to use the water within
10 the Tucson Management Area and dem-
11 onstrates the financial and physical ability
12 to utilize the water.

13 “(9) COUNTEROFFERS.—

14 “(A) SELECTION.—If the Nation has re-
15 ceived one or more counteroffers from qualified
16 entities, the Nation shall select one or more of
17 such counteroffers that match or are superior
18 to the original transaction offer. A counteroffer
19 matches or is superior to the original trans-
20 action offer if it matches the price and other
21 substantive terms of the original transaction
22 offer.

23 “(B) NO MATCHING OFFER.—If no
24 counteroffer from a qualified entity matches or

1 is superior to the original transaction offer, the
2 Nation may select the original offer.

3 “(C) NOTICE.—The Nation shall notify all
4 parties who submitted an offer or counteroffer
5 of its selection and shall submit the selected
6 offer or counteroffer for approval under para-
7 graph (4).

8 “(d) LIMITATIONS ON USE, EXCHANGES AND
9 LEASES.—The rights of the Nation to use water supplies
10 pursuant to subsection (a), and to exchange, lease, provide
11 options to lease, or temporarily dispose of the water sup-
12 plies pursuant to subsection (c), shall be exercised on con-
13 ditions which assure the availability of water supplies sub-
14 ject to the first right of beneficial consumptive use in sec-
15 tion 307(a)(1)(F)(i) and water supplies subject to the pro-
16 visions of federal law identified in section 308(a).

17 “(e) REQUIREMENTS FOR LEASES.—In any trans-
18 action entered into by the Nation under subsection (c)
19 with respect to the Nation’s Central Arizona Project
20 water, the other party shall not be obligated to pay to the
21 United States or the Central Arizona Water Conservation
22 District water service capital charges or any other charges
23 or payments (other than charges and payments for fixed
24 and variable operation, maintenance and replacement) for
25 such Central Arizona Project water.

1 “(f) WATER RIGHTS UNAFFECTED BY USE OR NON-
 2 USE.—The lack of use of water by the Nation or the use
 3 or lack of use of water by any person or entity with whom
 4 the Nation enters into a contract for an exchange, lease,
 5 option for the lease or disposition of water pursuant to
 6 subsection (c) shall not diminish, reduce or impair.

7 “(1) the water rights of the Nation, as estab-
 8 lished under this title or any other applicable law; or

9 “(2) any use rights recognized under this title,
 10 including the first right of beneficial consumptive
 11 use referred to in section 307(a)(1)(F)(i) or the al-
 12 lottee use rights referred to in section 308(a).

13 “(g) USE OF PROCEEDS.—The Nation shall use the
 14 proceeds from any exchange, lease, option to lease, or dis-
 15 position of water made pursuant to this section for social
 16 or economic programs or for any other governmental pur-
 17 pose that benefits the Nation.

18 “(h) AGREEMENT TO AMEND THE AGREEMENT OF
 19 DECEMBER 11, 1980.—Pursuant to section 305(a), the
 20 Secretary shall enter into an agreement with the Nation
 21 to amend the Agreement of December 11, 1980, to—

22 “(1) provide that it shall be permanent service,
 23 as that term is used in section 5 of the Boulder
 24 Canyon Project Act of 1928 (43 U.S.C. 617d), and
 25 shall be without term;

1 “(2) as set forth in subsection (b)(2), authorize
 2 the Nation to exchange, lease, enter into an option
 3 to lease or temporarily dispose of water to which the
 4 Nation is entitled under sections 304(a) and 306(a);
 5 and

6 “(3) otherwise conform the Agreement of De-
 7 cember 11, 1980 to this title.

8 “(i) APPROVAL AND CONFIRMATION BY CONGRESS
 9 OF AGREEMENTS.—Notwithstanding any other provision
 10 of law, any agreement made pursuant to subsection (h)
 11 shall be deemed to be approved by Congress.

12 “(j) APPROVAL BY CONGRESS OF WATER LEASES.—
 13 The following leases are hereby ratified and approved by
 14 Congress, effective on the effective date described in sec-
 15 tion 317:

16 “(1) THE TUCSON WATER LEASE.—The Sec-
 17 retary is authorized to approve and execute the Tuc-
 18 son Water Lease in a form substantially the same as
 19 that attached to the Settlement Agreement.

20 “(2) THE ASARCO WATER LEASE.—The Sec-
 21 retary is authorized to approve and execute the
 22 ASARCO Water Lease in a form substantially the
 23 same as that attached to the Settlement Agreement.

1 “(k) DISBURSEMENTS FROM TUCSON INTERIM
 2 WATER LEASE, TUCSON WATER LEASE AND ASARCO
 3 WATER LEASE.—The Secretary shall—

4 “(1) disburse to the Nation, without condition,
 5 all proceeds from the Tucson Interim Water Lease;

6 “(2) disburse to the Nation without condition,
 7 all proceeds from the Tucson Water Lease; and

8 “(3) disburse all proceeds from the ASARCO
 9 Water Lease to the entities and for the purposes
 10 prescribed in such ASARCO Lease and the
 11 ASARCO Agreement.

12 “(l) APPROVAL BY CONGRESS OF AGREEMENTS AND
 13 INTERIM ALLOTTEE WATER RIGHTS CODE.—The fol-
 14 lowing agreements and interim allottee water rights code
 15 are hereby ratified and approved by the Congress, effective
 16 on the effective date described in section 317:

17 “(1) THE TUCSON AGREEMENT.—The Sec-
 18 retary is authorized to approve and execute the Tuc-
 19 son Agreement in a form substantially the same as
 20 that attached to the Settlement Agreement.

21 “(2) THE ASARCO AGREEMENT.—The Secretary
 22 is authorized to approve and execute the ASARCO
 23 Agreement in a form substantially the same as that
 24 attached to the Settlement Agreement.

1 “(3) THE FICO AGREEMENT.—The Secretary is
 2 authorized to approve and execute the FICO Agree-
 3 ment in a form substantially the same as that at-
 4 tached to the Settlement Agreement.

5 “(4) THE INTERIM ALLOTTEE WATER RIGHTS
 6 CODE.—The Secretary is authorized to approve the
 7 Interim Allottee Water Rights Code in the form sub-
 8 stantially the same as that attached to the Settle-
 9 ment Agreement.

10 “(m) STATUTORY CONSTRUCTION.—Pursuant to sec-
 11 tion 306(d) (as in effect on the day before the date of
 12 enactment of the Arizona Water Settlement Act of 2000),
 13 nothing in this section shall be construed to establish
 14 whether or not reserved water may be put to use, or sold
 15 for use, off of any reservation to which reserved water
 16 rights attach.

17 **“SEC. 311. EXPENDITURES FROM THE TRUST FUND OF THE**
 18 **NATION.**

19 “(a) IN GENERAL.—Subject to the limitations con-
 20 tained in subsection (b), the principal and all accrued in-
 21 terest and dividends in the trust fund established under
 22 section 309 (as in effect on the day before the date of
 23 enactment of the Arizona Water Settlement Act of 2000),
 24 may be—

1 “(1) expended by the Nation for any govern-
2 mental purpose; and

3 “(2) invested by the Nation in accordance with
4 such policies as the Nation may adopt.

5 The Secretary shall not be responsible for the review, ap-
6 proval or audit of the use and expenditure of the moneys
7 from such trust fund, nor shall the Secretary be subject
8 to liability for any claim or cause of action arising from
9 the Nation’s use and expenditure of such funds.

10 “(b) CONDITIONS OF TRUST.—

11 “(1) RESERVE FOR THE COST OF SUBJUGA-
12 TION.—In order to secure the obligation of the Na-
13 tion to pay the cost of subjugation of the lands to
14 be served by the extension to the existing irrigation
15 system referred to in section 304(c)(2), the Nation
16 shall reserve in the trust fund the principal amount
17 of \$3,000,000, plus interest thereon from the effec-
18 tive date described in section 317 until—

19 “(A) the date on which full payment of
20 such costs has been made; or

21 “(B) the date that is 10 years after such
22 effective date.

23 “(2) PAYMENT.—The subjugation costs de-
24 scribed in paragraph (1) shall be paid in the amount

1 and on the terms as prescribed in sections
 2 306(a)(1)(E).

3 “(3) LIMITATION ON RESTRICTIONS.—Upon the
 4 occurrence of either of the events described in sub-
 5 paragraphs (A) and (B) of paragraph (1), the re-
 6 strictions imposed on such funds under such para-
 7 graph shall cease, and any remaining funds pre-
 8 viously reserved shall be subject to use by the Na-
 9 tion pursuant to subsection (a).

10 **“SEC. 312. COOPERATIVE FUND; EXPENDITURES.**

11 “(a) IN GENERAL.—Notwithstanding any applicable
 12 date specified in any other provision of law, and except
 13 as provided in this section, the Secretary of the Treasury
 14 shall not terminate the Cooperative Fund established prior
 15 to the effective date described in section 317 to carry out
 16 the duties of the Secretary under sections 304, 305, 306
 17 and 308, including payment of the costs related to delivery
 18 of water pursuant to contracts entered into under section
 19 310. The Cooperative Fund shall be used for carrying out
 20 the obligations of the Secretary under this title,
 21 including—

22 “(1) to pay the fixed and variable operation,
 23 maintenance, and replacement costs related to the
 24 delivery of water under sections 304 and 306;

1 “(2) to pay the costs of acquisition and delivery
2 of water from alternative sources under section 305;

3 “(3) to pay any capital or other charges related
4 to the acquisition or delivery of water under sections
5 304, 305 and 306; and

6 “(4) to pay any damages payable by the Sec-
7 retary under section 305(e).

8 “(b) AMOUNTS IN COOPERATIVE FUND.—

9 “(1) IN GENERAL.—The Cooperative Fund
10 shall consist of—

11 “(A)(i) \$5,250,000, which was appro-
12 priated to the Fund pursuant to this title (as
13 in effect on the day before the date of enact-
14 ment of the Arizona Water Settlement Act of
15 2000);

16 “(ii) such sums, not to exceed \$16,000,000
17 (adjusted as provided for in paragraph (2)),
18 that the Secretary determines by notice to Con-
19 gress, are necessary to meet the obligations
20 under this title; and

21 “(iii) any additional Federal funds depos-
22 ited into the Fund pursuant to Federal law;

23 “(B) \$5,250,000, which was contributed to
24 the Fund pursuant to this title (as in effect on
25 the day before the date of enactment of the Ari-

1 zona Water Settlement Act of 2000), of
2 which—

3 “(i) \$2,750,000 was contributed by
4 the State of Arizona;

5 “(ii) \$1,500,000 was contributed by
6 the city of Tucson, Arizona;

7 “(iii) \$1,000,000 was contributed by
8 the Anamax Mining Company, the Cyprus-
9 Pima Mining Company, the American
10 Smelting and Refining Company, the
11 Duval Corporation, and the Farmers In-
12 vestment Company; and

13 “(iv) all interest accrued on all con-
14 tributions and appropriations to the Coop-
15 erative Fund during the period beginning
16 October 12, 1982 and ending on the effec-
17 tive date described in section 317 and all
18 interest accrued on all contributions and
19 appropriations to the Cooperative Fund
20 after such date, less any interest expended
21 pursuant to subsection (c); and

22 “(C) all revenues received from the sale or
23 lease of the effluent received by the Secretary
24 under the Contract between the United States
25 and the City of Tucson to Provide for Delivery

1 of Reclaimed Water to the Secretary dated Oc-
 2 tober 11, 1983, or from the sale or lease of
 3 storage credits derived from the storage of such
 4 effluent, the entire amount of which shall be in-
 5 come to the Cooperative Fund and be available
 6 for expenditure in accordance with subsection
 7 (c).

8 “(2) INTEREST.—Until funds are appropriated
 9 and made available to the Cooperative Fund from
 10 the sums referred to in subsection (b)(1)(A)(ii), the
 11 amount authorized to be appropriated under such
 12 subsection shall include an adjustment representing
 13 the interest that the Cooperative Fund would have
 14 earned on such amount if such amount had been ap-
 15 propriated to the Fund as of October 12, 1983.

16 “(c) EXPENDITURES FROM THE COOPERATIVE
 17 FUND.—Only interest accruing and income to the Cooper-
 18 ative Fund after the effective date described in section 317
 19 shall be expended. Interest accruing and income to the Co-
 20 operative Fund shall be available for expenditure by the
 21 Secretary pursuant to this section without further appro-
 22 priation.

23 “(d) INVESTMENTS BY THE SECRETARY OF THE
 24 TREASURY.—The Secretary of the Treasury shall serve as
 25 the trustee of the Cooperative Fund, and shall invest such

1 portion of the Cooperative Fund as is not, in the judgment
2 of the Secretary and in consultation with the Secretary
3 of the Treasury, required to be withdrawn to meet the Sec-
4 retary's obligations under this title. Such investments
5 shall be in public debt securities with maturities suitable
6 for the needs of such Cooperative Fund and that bear in-
7 terest at rates determined by the Secretary of the Treas-
8 ury, taking into consideration current market yields on
9 outstanding marketable obligations of the United States
10 or comparable maturities.

11 “(e) TERMINATION OF COOPERATIVE FUND.—If the
12 final judgment in *United States v. Tucson* does not dis-
13 miss, with prejudice, all claims against the defendants
14 named therein, and a final judgment in *Alvarez v. United*
15 *States* does not dismiss with prejudice, all claims against
16 the defendants named therein, other than the claims pre-
17 served under section 315(c), the Cooperative Fund shall
18 be terminated and the Secretary of the Treasury shall re-
19 turn all amounts contributed to the Cooperative Fund, to-
20 gether with a ratable share of the remaining accrued inter-
21 est, to the respective contributors.

22 “(f) SHARE OF COOPERATIVE FUND CONTRIBUTED
23 BY THE UNITED STATES.—If the final judgment in
24 *United States v. Tucson* does not dismiss, with prejudice,
25 all claims against the defendants named therein, and a

1 final judgment in *Alvarez v. United States* does not dis-
 2 miss, with prejudice, all claims against the defendants
 3 named therein, other than the claims preserved under sec-
 4 tion 315(c), the share of the Cooperative Fund contributed
 5 by the United States shall be deposited in the General
 6 Fund of the Treasury of the United States.

7 **“SEC. 313. CONTRACTING AUTHORITY; ENVIRONMENTAL**
 8 **COMPLIANCE; WATER QUALITY; STUDIES;**
 9 **ARID LANDS ASSISTANCE.**

10 “(a) **FUNCTIONS OF SECRETARY.**—The functions of
 11 the Secretary, and the Bureau of Reclamation acting on
 12 behalf of the Secretary, under this title shall be subject
 13 to the Indian Self-Determination and Education Assist-
 14 ance Act (25 U.S.C. 450 et seq.) to the same extent as
 15 if the functions were performed by the Bureau of Indian
 16 Affairs.

17 “(b) **SAN XAVIER DISTRICT AS A CONTRACTOR.**—

18 “(1) **IN GENERAL.**—Subject to the consent of
 19 the Nation pursuant to section 307(a)(4) and the
 20 conditions and limitations described in subpara-
 21 graphs (A) through (F) of section 306(a)(1), the
 22 San Xavier District shall be considered an eligible
 23 contractor for purposes of this section.

24 “(2) **TECHNICAL ASSISTANCE.**—The Secretary
 25 shall make available to the San Xavier District tech-

1 nical assistance in satisfying the contracting require-
2 ments of the Indian Self-Determination and Edu-
3 cation Assistance Act (25 U.S.C. 450 et seq.)

4 “(c) GROUND WATER MONITORING PROGRAMS.—

5 “(1) SAN XAVIER INDIAN RESERVATION PRO-
6 GRAM.—Not later than 180 days after the effective
7 date described in section 317, the Secretary shall de-
8 sign and carry out a comprehensive ground water
9 monitoring program, including drilling of wells and
10 other appropriate actions, to test, assess, and pro-
11 vide for the long-term monitoring of the quality of
12 ground water withdrawn from exempt wells and
13 other wells within the San Xavier Indian Reserva-
14 tion. In carrying out this paragraph, the Secretary
15 shall not expend in excess of \$215,000.

16 “(2) EASTERN SCHUK TOAK DISTRICT PRO-
17 GRAM.—Not later than 180 days after the effective
18 date described in section 317, the Secretary shall de-
19 sign and carry out a comprehensive ground water
20 monitoring program, including drilling of wells and
21 other appropriate actions, to test, assess, and pro-
22 vide for the long-term monitoring of the quality of
23 ground water withdrawn from exempt wells and
24 other wells within the eastern Schuk Toak District.

1 In carrying out this paragraph, the Secretary shall
2 not expend in excess of \$175,000.

3 “(3) DUTIES OF SECRETARY.—In designing
4 and carrying out a program under paragraph (1) or
5 (2), the Secretary shall consult with the Nation, the
6 San Xavier and Schuk Toak Districts, and appro-
7 priate State and local entities. The Secretary shall
8 have no continuing obligation beyond the obligations
9 described in such paragraphs with respect to ground
10 water monitoring programs.

11 “(d) WATER RESOURCES STUDY.—Pursuant to this
12 Act, the Secretary shall complete a study to determine the
13 availability and suitability of water resources within the
14 Nation, but outside the Tucson Management Area, to as-
15 sist the Nation with the development of sources of water.

16 “(e) ARID LAND RENEWABLE RESOURCES.—Pursu-
17 ant to this Act, if a Federal entity is established to provide
18 financial assistance to undertake arid land renewable re-
19 sources projects and to encourage and ensure investment
20 in the development of domestic sources of arid land renew-
21 able resources, such entity shall give first priority to the
22 needs of the Nation in providing such assistance. Such en-
23 tity shall make available to the Nation, the San Xavier
24 and Schuk Toak Districts, and the San Xavier Coopera-
25 tive Association, price guarantees, loans, loan guarantees,

1 purchase agreements, and joint venture projects at a level
2 to adequately cultivate a minimum number of acres as de-
3 termined by such entity to be necessary to the economi-
4 cally successful cultivation of arid land crops and a level
5 to contribute significantly to the economy of the Nation.

6 “(f) ASARCO LAND EXCHANGE STUDY.—The Sec-
7 retary shall, not later than 5 years after the date of enact-
8 ment of the Arizona Water Settlement Act of 2000, con-
9 duct a study, and report to Congress, concerning the feasi-
10 bility of a land exchange or land exchanges with ASARCO
11 to—

12 “(1) provide lands for future use by the bene-
13 ficial landowners of the Mission Complex Mining
14 Leases of September 18, 1959; and

15 “(2) provide lands for future use by the bene-
16 ficial landowners of the Mission Complex Business
17 Leases of May 12, 1959.

18 The study shall examine how land exchanges could be ac-
19 complished in a manner to maintain a contiguous land
20 base for the San Xavier Indian Reservation, and what
21 legal status exchanged lands should have in order to main-
22 tain the political integrity of the San Xavier Indian Res-
23 ervation.

1 **“SEC. 314. AUTHORIZATION OF APPROPRIATIONS.**

2 “In addition to the amounts otherwise authorized to
3 be appropriated under this title, there are authorized to
4 be appropriated to the Secretary—

5 “(1) such sums as may be necessary to carry
6 out the ground water monitoring programs under
7 section 313(c); and

8 “(2) such sums as may be necessary to carry
9 out subsections (d) and (e) of section 313.

10 **“SEC. 315. SETTLEMENT OF CLAIMS.**

11 “(a) SETTLEMENT OF LITIGATION BY UNITED
12 STATES.—

13 “(1) APPROVAL OF SETTLEMENT AGREEMENT,
14 LEASES AND OTHER AGREEMENTS.—The United
15 States hereby approves, ratifies and confirms the
16 Settlement Agreement. Notwithstanding the effective
17 date provided for in section 317, the Secretary shall,
18 upon the enactment of the Arizona Water Settle-
19 ment Act of 2000, execute the Settlement Agree-
20 ment and enter into those agreements with the set-
21 tling parties necessary to effectuate the Settlement
22 Agreement, including the leases described in section
23 310(j) and the agreements described in section
24 310(l).

25 “(2) RELATION TO OTHER LAW.—The execu-
26 tion of the Settlement Agreement, the leases de-

scribed in section 310(j) and the agreements described in 310(l) shall not constitute major Federal action under the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

“(3) APPROPRIATION OF AUTHORIZATION.—

There is authorized to be appropriated such sums as may be necessary to carry out all necessary environmental compliance activities associated with the Settlement Agreement, the leases described in section 310(j) and the agreements described in section 310(1), including mitigation measures adopted by the Secretary.

“(b) WAIVER AND RELEASE OF CLAIMS.—

“(1) DEFINITIONS.—In this section:

“(A) ALLOTTEE CLASSES.—The term ‘allottee classes’ means the plaintiff class certified in *United States v. Tucson* and the plaintiff class certified for causes of action 1 through 3 of *Alvarez v. Tucson*.

“(B) INJURIES TO WATER RIGHTS.—The term ‘injuries to water rights’ means the loss, deprivation or diminution of the use of water rights until the effective date described in section 317.

1 “(C) PERMITTED DIVERSIONS.—The term
2 ‘permitted diversions’ means diversions or with-
3 drawals of—

4 “(i) ground water by the United
5 States, the State of Arizona and any agen-
6 cy or political subdivision thereof, any mu-
7 nicipal corporation, any entity, or any per-
8 son which do not exceed the largest annual
9 diversion or withdrawal by that entity or
10 person in the 5 years immediately pre-
11 ceding the effective date described in sec-
12 tion 317; and

13 “(ii) stored water as defined, on the
14 effective date described in section 317, in
15 section 45–802.01 of the Arizona Revised
16 Statutes, and which water is recognized
17 under the laws of Arizona and recovered in
18 the area of hydrologic impact of the facility
19 in which such water is stored.

20 “(D) WATER RIGHTS.—The term ‘water
21 rights’ means water rights in ground water,
22 surface water and effluent within the Tucson
23 Management Area under Federal, State and
24 other law.

1 “(2) WAIVER OF CLAIMS BY THE NATION.—The
2 Settlement Agreement referred to in subsection (a)
3 shall provide that the Nation, on behalf of itself and
4 its members, waives and releases—

5 “(A) any and all claims for water rights,
6 and claims for injuries to water rights, for
7 lands within the Tucson Management Area,
8 against the State of Arizona or any agency or
9 political subdivision thereof, or any person, enti-
10 ty, corporation or municipal corporation;

11 “(B) any and all claims for water rights,
12 for lands within the Tucson Management Area,
13 against the United States and its agencies, offi-
14 cials and employees;

15 “(C) any and all claims for injuries to
16 water rights or for failure to protect, acquire or
17 develop water rights for lands within the San
18 Xavier Indian Reservation and the eastern
19 Schuk Toak District from time immemorial to
20 the effective date described in section 317
21 against the United States and its agencies, offi-
22 cials and employees; and

23 “(D) any and all claims arising out of or
24 related in any manner to the negotiation or
25 adoption of the Settlement Agreement, exhibits

1 to the Settlement Agreement, or this title, or
2 any specific terms and provisions thereof,
3 against the United States and its agencies, offi-
4 cials and employees.

5 “(3) WAIVER OF CLAIMS BY THE ALLOTTEE
6 CLASSES.—The Settlement Agreement referred to in
7 subsection (a) shall provide that each allottee class
8 waives and releases—

9 “(A) any and all claims for water rights,
10 claims for injuries to water rights, and claims
11 for future injuries to water rights from per-
12 mitted diversions for lands within the Tucson
13 Management Area, against the State of Arizona
14 or any agency or political subdivision thereof, or
15 any person, entity, corporation or municipal
16 corporation;

17 “(B) any and all claims for water rights,
18 for lands within the Tucson Management Area,
19 against the United States and its agencies, offi-
20 cials and employees;

21 “(C) any and all claims for injuries to
22 water rights or for failure to protect, acquire or
23 develop water rights for lands within the San
24 Xavier Indian Reservation against the United
25 States and its agencies, officials and employees;

1 “(D) any and all claims arising out of or
 2 related in any manner to the negotiation or
 3 adoption of the Settlement Agreement, exhibits
 4 to the Settlement Agreement, or this title, or
 5 any specific terms and provisions thereof,
 6 against the United States and its agencies, offi-
 7 cials and employees; and

8 “(E) any and all claims for water rights
 9 and claims for injuries to water rights against
 10 the Nation, except that pursuant to section
 11 307(a)(1)(G), section 308(a), section 308(b),
 12 and subsection (h)(1)(A)(ii) the allottees and
 13 fee owners of allotted land shall retain any
 14 rights they may have to share in the water re-
 15 sources granted or confirmed in this title and
 16 the Settlement Agreement with respect to uses
 17 within the San Xavier Indian Reservation.

18 “(4) WAIVER OF CLAIMS BY THE UNITED
 19 STATES.—The Settlement Agreement referred to in
 20 subsection (a) shall provide that the United States
 21 waives and releases—

22 “(A) any and all claims for water rights
 23 and claims for injuries to water rights within
 24 the Tucson Management Area, on behalf of the
 25 Nation, its members, or the allottees against

1 the Nation, the State of Arizona or any agency
2 or political subdivision thereof, or any person,
3 entity, corporation or municipal corporation;

4 “(B) any and all claims for future injuries
5 to water rights from permitted diversions on be-
6 half of the allottees against the Nation, the
7 State of Arizona or any agency or political sub-
8 division thereof, or any person, entity, corpora-
9 tion or municipal corporation;

10 “(C) any and all claims for injuries to
11 water rights against the Nation from and after
12 the effective date described in section 317, on
13 behalf of the allottees, except that pursuant to
14 section 307(a)(1)(G), section 308(a), section
15 308(b), and subsection (h)(1)(A)(ii) the
16 allottees shall retain any rights they may have
17 to share in the water resources granted or con-
18 firmed in this title and the Settlement Agree-
19 ment with respect to uses within the San Xa-
20 vier Indian Reservation; and

21 “(D) contingent upon the effectiveness of a
22 waiver of such claims as provided for in the
23 ASARCO Agreement, any and all claims for
24 ground water contamination against ASARCO
25 on behalf of the Alvarez v. Tucson Count 4

1 Plaintiff Class as defined in the Settlement
2 Agreement.

3 “(5) SUPPLEMENTAL WAIVERS OF CLAIMS.—

4 Any party to the Settlement Agreement may waive
5 and release, prohibit the assertion of or agree not to
6 assert any claims in addition to claims for water
7 rights, claims for Injuries to water rights and claims
8 for injuries to water rights from permitted diversions
9 on such terms and conditions as may be agreed to
10 by the parties.

11 “(c) RIGHTS OF ALLOTTEES; PROHIBITION OF
12 CLAIMS.—

13 “(1) IN GENERAL.—As of the effective date de-
14 scribed in section 317—

15 “(A) the water rights and other benefits
16 granted or confirmed by this title and the Set-
17 tlement Agreement shall be in full satisfaction
18 of all claims for water rights and claims for in-
19 juries to water rights of the Nation and its
20 members, and all claims for water rights, claims
21 for injuries to water rights and claims for inju-
22 ries to water rights from permitted diversions of
23 the allottees and fee owners of allotted land
24 within the San Xavier Indian Reservation;

1 “(B) any entitlement to water within the
2 Tucson Management Area of the Nation and its
3 individual members, any allottee or fee owner of
4 allotted land within the San Xavier Indian Res-
5 ervation shall be satisfied out of the water re-
6 sources granted or confirmed by this title; and

7 “(C) any rights that the allottees or fee
8 owners of allotted land within the San Xavier
9 Indian Reservation may have to ground water,
10 surface water or effluent shall be limited to the
11 water rights granted or confirmed by this title
12 and the Settlement Agreement.

13 “(2) LIMITATION OF CERTAIN CLAIMS.—No al-
14 lottee or fee owner of allotted land within the San
15 Xavier Indian Reservation may assert any claims for
16 water rights, claims for injuries to water rights, or
17 claims for future injuries to water rights from per-
18 mitted diversions against the United States, the
19 State of Arizona or any agency or political subdivi-
20 sion thereof, or any person, entity, corporation or
21 municipal corporation, nor may any allottee or fee
22 owner of allotted land continue to assert against the
23 United States, the State of Arizona or any agency
24 or political subdivision thereof, or any person, entity,
25 corporation or municipal corporation, any claims for

1 water rights, claims for injuries to water rights, or
 2 claims for future injuries to water rights from per-
 3 mitted diversions that have been asserted prior to
 4 the effective date of this title.

5 “(3) LIMITATION OF CLAIMS AGAINST SET-
 6 TLING PARTIES.—No allottee or fee owner of allotted
 7 land within the San Xavier Indian Reservation may
 8 assert any claim against any settling party to the ex-
 9 tent that—

10 “(A) such claim has been waived and re-
 11 leased in the Settlement Agreement by the al-
 12 lottee classes; and

13 “(B) the allottees or fee owners of allotted
 14 land within the San Xavier Indian Reservation
 15 receive the benefit afforded to members of the
 16 allottee classes.

17 “(4) LIMITATION OF CLAIMS AGAINST THE NA-
 18 TION.—No allottee or fee owner of allotted land
 19 within the San Xavier Indian Reservation may as-
 20 sert against the Nation any claims for water rights,
 21 claims for injuries to water rights, or , beginning on
 22 the effective date of this title, claims for injuries to
 23 water rights, except that pursuant to section
 24 307(a)(1)(G), section 308(a), section 308(b), and
 25 subsection (h)(1)(A)(ii) the allottees and fee owners

1 of allotted land within the San Xavier Indian Res-
2 ervation shall retain any rights they may have to
3 share in the water resources granted or confirmed in
4 this title and the Settlement Agreement with respect
5 to uses in the San Xavier Indian Reservation.

6 “(d) ACQUISITION OF ADDITIONAL WATER
7 RIGHTS.—Nothing in this title shall be construed to pro-
8 hibit the Nation, or its members, the allottees or fee own-
9 ers of allotted land in the San Xavier Indian Reservation
10 from lawfully acquiring water rights for use in the Tucson
11 Management Area in addition to the water rights granted
12 or confirmed by this title and the Settlement Agreement.

13 “(e) NO ABROGATION OF RIGHTS.—This title shall
14 not be construed to abrogate any rights or remedies exist-
15 ing under section 1346 or 1491 of title 28, United States
16 Code.

17 “(f) CONSENT.—Congress hereby grants consent to
18 each obligee under section 305(e) to maintain actions
19 against the United States in the courts of the United
20 States pursuant to sections 1346 or 1491 of title 28,
21 United States Code, respectively, to recover damages, if
22 any, for the breach of any of the Secretarial obligations
23 under this section. The lack of sufficient funds in the Co-
24 operative Fund to fulfill the Secretarial obligations may
25 not be raised by the United States as a defense to the

1 breach. The exclusive remedy for an action maintained
 2 under this subsection shall be monetary damages. Nothing
 3 in the subsection shall be deemed to create any claims
 4 against the United States. The court shall offset against
 5 any award for any such claim the amount of funds made
 6 available by appropriations Acts by Congress and paid to
 7 the obligee by the Secretary in partial or complete satisfac-
 8 tion of the claim.

9 “(g) JURISDICTION; WAIVER OF IMMUNITY; PAR-
 10 TIES.—

11 “(1) JURISDICTION.—

12 “(A) IN GENERAL.—Except as provided in
 13 subsection (h), the courts of the United States
 14 shall have original and exclusive jurisdiction
 15 over—

16 “(i) actions for the interpretation and
 17 enforcement of this title and the Settle-
 18 ment Agreement; and

19 “(ii) actions by or against the
 20 allottees or fee owners of allotted land for
 21 the interpretation of, or legal or equitable
 22 remedies with respect to, claims of water
 23 rights of the allottees or fee owners of al-
 24 lotted land which are not claims for water
 25 rights, claims for permitted diversions or

1 claims waived and released in the Settle-
2 ment Agreement.

3 “(B) LIMITATION.—Neither the courts of
4 the State of Arizona nor the courts of the Na-
5 tion shall have jurisdiction over actions de-
6 scribed in subparagraph (A).

7 “(2) WAIVER.—

8 “(A) IN GENERAL.—The immunity from
9 suit of the United States and the Nation is
10 hereby waived solely for—

11 “(i) declaratory judgment or injunc-
12 tive relief in any action arising under this
13 title; and

14 “(ii) such claims and remedies as may
15 be prescribed in any agreement authorized
16 by this title.

17 “(B) LIMITATION ON STANDING.—A gov-
18 ernmental entity not described in subparagraph
19 (A) that asserts immunity from suit shall not
20 have standing to initiate or assert any claim or
21 seek any remedy against the United States or
22 the Nation in any action, and the waivers of im-
23 munity of the United States and the Nation re-
24 ferred to in subparagraph (A) shall have no ef-
25 fect therein, if the action—

1 “(i) arises under this title, unless such
 2 entity waives immunity for declaratory
 3 judgment or injunctive relief; or

4 “(ii) arises under any agreement au-
 5 thorized by this title, unless such entity
 6 waives immunity for the claims and rem-
 7 edies prescribed in the agreement.

8 “(C) RULE OF CONSTRUCTION.—A waiver
 9 of immunity under this paragraph shall not be
 10 construed to extend to any claims for damages,
 11 costs, attorneys’ fees or other monetary relief.

12 “(3) NATION AS A PARTY.—An allottee or fee
 13 owner of allotted land who intends to file an action
 14 under paragraph (1)(A)(ii) shall give the Nation a
 15 notice of intent to file such action, accompanied by
 16 a request for consultation, not less than 60 days
 17 prior to the date the action is commenced. If the
 18 Nation is not a party in an action as originally com-
 19 menced under paragraph (1)(A)(ii), the Nation shall
 20 be joined as a party.

21 “(h) REGULATION OF WATER RESOURCES AND AC-
 22 TIONS WITHIN THE EXCLUSIVE JURISDICTION OF THE
 23 NATION.—

24 “(1) REGULATION AND DISPUTE RESOLU-
 25 TION.—

1 “(A) REGULATION.—The Nation shall
2 have jurisdiction to manage, control, permit,
3 administer and otherwise regulate the water re-
4 sources granted or confirmed in this title and
5 the Settlement Agreement pursuant to section
6 308—

7 “(i) with respect to the use of such re-
8 sources by the Nation, individual members
9 of the Nation, districts of the Nation, and
10 allottees; and

11 “(ii) with respect to any entitlement
12 to such resources for which a fee owner of
13 allotted land has received a final deter-
14 mination under applicable law.

15 “(B) DISPUTE RESOLUTION.—Jurisdiction
16 over any disputes related to the matters de-
17 scribed in subparagraph (A) shall be vested in
18 the courts of the Nation, subject to first ex-
19 hausting any administrative or other remedies
20 prescribed under the laws of the Nation.

21 “(C) APPLICABLE LAW.—The regulatory
22 and remedial procedures referred to in subpara-
23 graphs (A) and (B) shall be governed by and
24 construed in accordance with the laws of the

1 Nation and the laws of the United States which
 2 are expressly applicable thereto.

3 “(2) RESERVATION OF POWERS.—Nothing in
 4 this title shall be construed to prohibit—

5 “(A) the United States, in its own behalf
 6 or as trustee, from exercising such rights as
 7 may be expressly applicable to any issues which
 8 may arise under section 308(i); or

9 “(B) except as expressly prohibited by this
 10 title or the Settlement Agreement, the Nation
 11 from exercising regulatory or judicial authority
 12 over other persons or entities regarding the
 13 water resources referred to herein or otherwise
 14 held by the Nation.

15 “(i) STATUTORY CONSTRUCTION.—
 16 Nothing in this title shall be construed to
 17 diminish or abrogate any obligations of the
 18 Secretary or the Nation under the Agree-
 19 ments of December 11, 1980 and October
 20 11, 1983, as amended pursuant to sections
 21 305(a) and 310(h).

22 **“SEC. 316. NONREIMBURSABLE COSTS.**

23 “(a) CENTRAL ARIZONA WATER CONSERVATION DIS-
 24 TRICT.—For the purpose of determining the allocation
 25 and repayment of costs of the Central Arizona Project as

1 provided for in article 9.3 of contract numbered 14–06–
 2 W–245 between the United States and the Central Ari-
 3 zona Water Conservation District, dated December 1,
 4 1988, and any amendment or revision thereof, the costs
 5 associated with the construction of facilities and with the
 6 delivery of Central Arizona Project water for any use au-
 7 thorized under this title shall be non-reimbursable, and
 8 such costs shall be excluded from the repayment obligation
 9 of the Central Arizona Water Conservation District.

10 “(b) UNITED STATES.—The United States shall—

11 “(1) make no claims against the Nation or the
 12 allottees for reimbursement or repayment of the
 13 costs associated with the construction of facilities
 14 under the Colorado River Basin Project Act (Public
 15 Law 90–537; 82 Stat. 885) (referred to in this sub-
 16 section as “CRBPA”), the delivery of Central Ari-
 17 zona Project water for any use authorized by this
 18 title, or any other costs arising out of the implemen-
 19 tation of this title;

20 “(2) make no claims against the Nation for re-
 21 imbursement or repayment of the costs associated
 22 with the construction of facilities under CRBA for
 23 the benefit of lands known as the San Lucy Farm,
 24 acquired by the Nation under the Gila Bend Indian
 25 Reservation Lands Replacement Act (Public Law

1 99–503; 100 Stat. 1798), or the delivery of Central
 2 Arizona Project water for use on such lands; and

3 “(3) impose no assessment with regard to the
 4 costs referred to in paragraphs (1) and (2) against
 5 trust or allotted lands within the territorial jurisdic-
 6 tion of the Nation or against the lands of the San
 7 Lucy Farm.

8 **“SEC. 317. EFFECTIVE DATE.**

9 This title shall be effective upon the final dismissal
 10 with prejudice of United States v. Tucson, Adams v.
 11 United States, and the consolidated claims of Alvarez v.
 12 Tucson.”

13 **TITLE IV—SAN CARLOS APACHE**
 14 **TRIBE WATER RIGHTS SET-**
 15 **TLEMENT ACT OF 2000**

16 **SEC. 401. SHORT TITLE.**

17 This title may be cited as the “San Carlos Apache
 18 Tribe Water Rights Settlement Act of 2000”.

19 **TITLE V—ENFORCEMENT AND**
 20 **EFFECTIVE DATE**

21 **SEC. 501. EFFECTIVE DATE OF AUTHORIZATION OF APPRO-**
 22 **PRIATIONS.**

23 The authorizations contained in section 207 and sec-
 24 tion 315 shall become effective as of the date on which

1 the Secretary of the Interior causes to be published in the
2 Federal Register a statement of findings that—

3 (1) the Gila River Indian Community Water
4 Settlement Agreement (as defined in section 203(b))
5 has been amended to the extent that such agreement
6 conflicts with title I, and has been executed by the
7 Secretary;

8 (2) the Secretary has fulfilled the requirements
9 of subsections (a), (b), and (e) of section 105, and
10 sections 107, 205, and 206;

11 (3) at least \$40,000,000 of the funds made
12 available pursuant to section 108(a) has been depos-
13 ited into the Fund as provided for in section 108(b);

14 (4) the funds authorized to be appropriated by
15 section 106 and subsections (a), (b), and (c)(1) of
16 section 210 have been appropriated and are available
17 for the purposes authorized by such sections;

18 (5) the State of Arizona has appropriated and
19 paid to the Gila River Indian Community the
20 \$_____ required to be paid under paragraph
21 _____ of the Gila River Indian Community (referred
22 to in this title as “GRIC”) Agreement;

23 (6) the Salt River Project has paid to the Gila
24 River Indian Community \$500,000 pursuant to Sub-
25 paragraph 17.9 of the GRIC Agreement;

1 (7) the stipulations attached to the GRIC
2 Agreement as Exhibits 27.8.1 Gila River General
3 Stream Adjudication, 27.8.2 Modified Globe Equity,
4 and 30.5.1.3 dismissal of other lawsuits, have been
5 approved by the respective courts;

6 (8) legislation has been adopted by the State of
7 Arizona to implement the Southside M&I Ground-
8 water Protection Program described in Paragraph
9 5.3 of the GRIC Agreement;

10 (9) the final dismissals with prejudice of United
11 States v. Tucson, (Civ. No. 75–39 TUC consol. with
12 Civ. No. 75–51 TUC-FRZ (D. Ariz.)), Adams v.
13 United States (Civ. No. 93–240 TUC–FRZ (D.
14 Ariz.)), and the consolidated claims of Alvarez v.
15 Tucson (Civ. No. 93–039 TUC–FRZ (D. Ariz.)),
16 have been entered by the United States District
17 Court for the District of Arizona; and

18 (10) a final judgment in Central Arizona Water
19 Conservation District v. United States (No. CIV 95–
20 625–TUC–WDB (EHC), No. CIV 95–1720 PHX–
21 EHC) (Consolidated Action) consistent with the
22 Order entered in that action by the Honorable Earl
23 H. Carroll on May 9, 2000, has been entered by the
24 United States District Court for the District of Ari-
25 zona.

1 **SEC. 502. EXPIRATION OF EFFECTIVE DATE.**

2 If the Secretarial statement of findings described in
3 section 501 has not been published by December 31,
4 2005—

5 (1) titles I, II, III and IV of this Act, and sec-
6 tion 501, together with any contracts entered into
7 pursuant to any provision of such titles, shall not be
8 effective; and

9 (2) any funds appropriated pursuant to sections
10 106(c) and 210, and any funds made available pur-
11 suant to section 108(a) and deposited in the fund
12 established in section 208(b), together with any in-
13 terest thereon, shall immediately revert to the Treas-
14 ury, as general revenues, and any funds appro-
15 priated by the State of Arizona pursuant to the
16 GRIC Agreement, together with any interest there-
17 on, shall immediately revert to the State of Arizona,
18 and any funds paid by the Salt River Project shall
19 immediately be returned to such Project.

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